

SECOND AMENDED CLASS ACTION SETTLEMENT AGREEMENT

THIS SECOND AMENDED CLASS ACTION SETTLEMENT AGREEMENT (hereinafter “Settlement Agreement”) is entered into and effective upon its execution by all parties hereto, subject to final approval by the Court. It is entered into by and between Elizabeth Ochoa, Monica Velazquez, and Crystal Fregoso (collectively, “Plaintiffs”), on their own behalf and on behalf of all members of the “Settlement Class,” as defined below, and as proxies for California’s Labor & Workforce Development Agency (“LWDA”), on the one hand, and Victoria’s Secret Stores, LLC (“Defendant”), on the other hand, with reference to the recitals and provisions set forth below.

RECITALS

A. Certain claims, demands and differences have existed heretofore between Plaintiffs, on their own behalf, the Settlement Class (as defined below), and Plaintiffs as proxies for the LWDA, on the one hand, and Defendant, on the other hand, including the Settlement Class and PAGA Group’s (as defined below) contentions that Defendant, as well as L Brands, Inc. (now known as Bath & Body Works, Inc.), Limited Brands, Inc., and The Limited, Inc. (collectively, the “L Brands Defendants”): (1) failed to pay wages to the Settlement Class for all time worked at the minimum wage in violation of California Labor Code §§ 1194 and 1197; (2) failed to pay proper overtime wages to the Settlement Class for all hours worked, including by failing to include bonus and similar pay in the regular rate, in violation of California Labor Code §§ 510, 1194, and 1198; (3) failed to provide meal periods to the Settlement Class in violation of California Labor Code §§ 512 and 226.7; (4) failed to authorize and permit the Settlement Class to take rest breaks in violation of Labor Code § 226.7; (5) failed to provide accurate wage statements to the Settlement Class and maintain accurate records in violation of California Labor Code § 226; (6) failed to timely pay all final wages at termination to the Settlement Class in violation of California Labor Code §§ 201 and 202; and (7) engaged in unlawful, unfair, and/or fraudulent business acts or practices in violation of California Business and Professions Code § 17200, *et seq.* Plaintiffs and the PAGA Group also seek penalties against Defendant and the L Brands Defendants pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* (“PAGA”) based on the aforementioned claims as well as an alleged failure to provide suitable seating.

B. These claims were brought by Plaintiffs on behalf of the Settlement Class and the PAGA Group against Defendant in the matter of *Elizabeth Ochoa, et al. v. L Brands, Inc., et al.*, Case No. BC661822 (the “Lawsuit”), which is pending before the Honorable Maren E. Nelson in the Los Angeles County Superior Court (the “Court”). Plaintiff Velazquez and Plaintiff Fregoso had initially asserted their claims in the matter of *Velazquez, et al. v. L Brands, Inc., et al.*, C.D. Cal. Case No. 2:20-CV-03521-DOC (KESX) (the “*Velazquez/Fregoso* Lawsuit”), and have agreed to dismiss their action and join the *Ochoa* Lawsuit as part of the instant settlement.

C. Plaintiffs are represented in the Lawsuit by the following law firms (“Settlement Class Counsel”):

**LAVI & EBRAHIMIAN, LLP
THE deRUBERTIS LAW FIRM**

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D. Defendant and the L Brands Defendants are represented in the Lawsuit by:

**BAKER & HOSTETLER LLP
HUNTON ANDREWS KURTH LLP**

E. Plaintiffs and Defendant prepared for and engaged in two formal mediations. The first mediation took place on May 30, 2018, before the Honorable Carl J. West (Ret.), an experienced mediator, but the parties were not able to resolve the matter. A second mediation, which was presided over by another experienced mediator, Jeffrey A. Ross, Esq., took place on February 22, 2021, and it ultimately resulted in a settlement.

F. The parties hereto have conducted substantial formal discovery and informal investigation in connection with the claims asserted in the Lawsuit. The parties have propounded substantial written discovery, taken party depositions, and researched and briefed the relevant legal and factual issues arising from all of the claims that are alleged in, or could have been alleged in, the Lawsuit, including in multiple motions for summary judgment / adjudication, and writ petitions to the California Court of Appeal and California Supreme Court. The parties have considered: (1) Plaintiffs' ability to certify each of the subclasses alleged in the operative complaint; (2) the relative merits of the case and the uncertainties of trial; (3) the benefits of settlement; (4) the costs, risks, and delays associated with litigating this Lawsuit; and (5) the likely appeals from any dispositive rulings or denial of class certification. Based on these considerations, the parties agreed to completely settle this Lawsuit to avoid the risk and cost of continued litigation and trial.

G. On December 22, 2021, Plaintiffs moved for preliminary approval of the original Class Action Settlement Agreement. On January 14, 2022, the Court ordered further briefing and the submission of an amended class action settlement agreement as part of the Court's effort to discharge its obligation to conduct an inquiry into the fairness of the proposed settlement. The parties have met and conferred as appropriate to address the issues identified by the Court. This Settlement Agreement is one product of those efforts.

H. Defendant denies each and every allegation by Plaintiffs. Defendant contends that Plaintiffs, the Settlement Class Members, and the PAGA Group Members received all of the entitlements provided by the California Labor Code. Defendant also denies that the Lawsuit is amenable to class treatment. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be construed or used in the Lawsuit or in any other action or proceeding as an admission, concession, or indication by or against Defendant or the L Brands Defendants of any fault, wrongdoing, or liability whatsoever.

I. It is the intention of the parties to this Settlement Agreement to settle and dispose of, fully and completely, any and all claims, demands, and causes of action that were or could have been, set forth in the Lawsuit based on the facts and causes of action alleged in the Second Amended Complaint.

PROVISIONS

1. COOPERATION BY THE PARTIES

The parties to this Settlement Agreement and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Settlement Agreement.

2. AMENDED CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement supersedes the prior Class Action Settlement Agreement entered into by the parties on or about July 28, 2021.

3. AMENDED COMPLAINT

As a material term of this Settlement, Plaintiff Ochoa agreed to amend her operative complaint to: (a) add Monica Velazquez and Crystal Fregoso (together with Elizabeth Ochoa, "Plaintiffs") as named plaintiffs; and (b) allege all causes of action and underlying factual bases that the parties actually have litigated in this Lawsuit and intend to release through the Settlement. Those claims include alleged: (a) failures to provide uninterrupted, duty-free, 30-minute meal periods as well as rest breaks of the requisite duration; (b) failures to provide "separate rest break" pay; (c) failures to pay meal period and rest break premiums, including at the proper rate; (d) failures to pay overtime wages, including by failing to account for bonuses / incentives in the "regular rate" for overtime purposes; (e) failures to pay for all hours worked (*e.g.*, permitting off-the-clock work), including during security checks and pre-/post-shift work; (f) failures to pay associates the applicable minimum wage; (g) failures to pay reporting time pay; (h) failures to provide suitable seating; (i) failures to provide accurate wage statements and maintain accurate records; (j) failures to pay all wages owing at termination; (k) violation of California Business and Professions Code § 17200, *et seq.*; and, based on the foregoing, (l) claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code 2698, *et seq.* ("PAGA"). Plaintiffs filed the second amended complaint described in this paragraph on May 17, 2022, per the Court's order.

4. DISMISSAL OF *VELAZQUEZ/FREGOSO* ACTION

As a material term of this settlement, Plaintiffs Velazquez and Fregoso shall dismiss the *Velazquez/Fregoso* Lawsuit within five (5) days after filing the amended complaint contemplated by Paragraph 3 of this Settlement Agreement.

5. APPOINTMENT OF ADMINISTRATOR

The parties will stipulate to and seek the Court's order appointing CPT Group, Inc. to act as the settlement and claims administrator (the "Claims Administrator") for purposes of this settlement. The Claims Administrator shall be responsible for, among other matters:

(a) The Settlement Administrator will be responsible for establishing a qualified settlement fund account; updating addresses with the U.S. Postal Service's National Change of

Address (“NCOA”) database; making commercially reasonable searches for new addresses for Settlement Class Members whose Notices are returned as undeliverable with no forwarding address; maintaining a manned and dedicated toll free number and email address for this Settlement; determining the amount of payments allocated to each Settlement Class Member in accordance with this Settlement Agreement, along with the amount of all payroll taxes to be paid and deductions to be withheld; preparing and mailing settlement checks; distributing any approved incentive award and attorneys’ fees and expenses; calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; and retaining and, upon request, providing a copy of the settlement checks to Defendant’s Counsel.

(b) Preparing and mailing of the Notice (as defined below);

(c) After final approval of the settlement by the Court, shall resolve any dispute by any member of the Settlement Class (as defined below) as to any factor or issue regarding the computation of that member of the Settlement Class’s Individual Settlement Award (as defined below) as well as any similar issues regarding any member of the PAGA Group’s Individual PAGA Payment (as defined below); and the Claims Administrator’s decision on any such issue or dispute shall be final, binding, and non-appealable;

(d) Resolving any disputes regarding membership in the Settlement Class (as defined below) and the PAGA Group (as defined below) and the Claims Administrator’s decision on any such issue or dispute shall be final, binding, and non-appealable;

(e) Issuing the Individual Settlement Awards and Individual PAGA Payments, making appropriate payroll deductions, and complying with any necessary reporting as set forth below; and

(f) Providing Settlement Class Counsel and Defendant’s Counsel with periodic reports of the administration process, including, but not limited to, the mailing of the Notice, remailing of returned Notices, settlement checks mailed, settlement checks cashed, and the number of opt outs.

6. APPOINTMENT OF SETTLEMENT CLASS REPRESENTATIVES AND SETTLEMENT CLASS COUNSEL

For the purpose of the settlement of the Lawsuit only, Plaintiffs shall request that the Court appoint them as representatives of the Settlement Class (“Settlement Class Representatives”), and to appoint Lavi & Ebrahimi, LLP and The deRubertis Law Firm as “Settlement Class Counsel.” Defendant shall not oppose Plaintiffs’ request. In the event that this settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no party shall use this provision of the Settlement Agreement or the appointment of Settlement Class Representatives and/or Settlement Class Counsel for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

7. DEFINITION OF THE SETTLEMENT CLASS AND PAGA GROUP

(a) For purposes of this settlement only, the parties agree that the “Settlement Class” is defined as follows:

All non-exempt employees employed by Defendant Victoria’s Secret Stores, LLC in California at any time between January 3, 2013 and May 26, 2021.

(b) For purposes of this settlement only, the parties agree that the “PAGA Group” is defined as follows:

All non-exempt employees employed by Defendant Victoria’s Secret Stores, LLC in California at any time between January 3, 2016 and May 26, 2021.

(c) Persons Expressly Excluded From the Settlement Class

Any person who previously settled or released all of the claims covered by this settlement, any person who previously was paid or received awards through civil or administrative actions for all of the claims covered by this settlement, and/or any person who excludes him or herself from the Settlement Class pursuant to this Settlement Agreement, shall not be a member of the Settlement Class.

8. CERTIFICATION OF THE SETTLEMENT CLASS

Solely for the purposes of implementing this Settlement Agreement and effectuating the settlement, Defendant shall not oppose a request by Plaintiffs that the Court enter an order: (1) preliminarily certifying the Settlement Class (which includes the individuals in the PAGA Group) (2) appointing Lavi & Ebrahimian, LLP and The deRubertis Law Firm as Settlement Class Counsel; and (3) appointing Plaintiffs as Settlement Class Representatives. In the event that this settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no party shall use this provision or the certification of the Settlement Class, the appointment of Plaintiffs as Settlement Class Representatives, or the appointment of Lavi & Ebrahimian, LLP and The deRubertis Law Firm as Settlement Class Counsel for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

9. MEMBERS’ RIGHT TO EXCLUDE THEMSELVES FROM THE SETTLEMENT

(a) Members of the Settlement Class may exclude themselves from participating in the settlement by submitting a written request to be excluded from (or “opt-out” of) the settlement, which must be post-marked and returned to the Claims Administrator at the address provided in the Notice by no later than forty-five (45) days after the Notice is mailed, unless extended as provided for herein. Such written requests for exclusion must contain the individual’s name, address, telephone number, and the last four (4) digits of the Social Security Number of the person requesting exclusion from the settlement. Such written requests must explicitly and unambiguously state that the Settlement Class Member intends to exclude themselves from the

Settlement. Any person who properly opts-out of the settlement using this procedure will not be entitled to any payment from the Maximum Settlement Amount (or Potential Gross Settlement Proceeds) and will not be bound by the settlement or have any right to object, appeal, or comment thereon, except as to PAGA release. Any member of the Settlement Class who does not properly exclude himself or herself from the settlement class shall be bound by all the terms and conditions of this Settlement Agreement, including the release of identified claims set forth hereinafter upon Final Approval, entry of Judgment by the Court and funding of the settlement by the Defendant.

(b) Notwithstanding anything to the contrary in this Settlement Agreement, PAGA Group Members shall have no right to exclude themselves from the PAGA Group, because Plaintiffs are settling the PAGA claims as proxies for the LWDA on behalf of the State of California.

10. DEFENDANT'S RIGHT TO VOID SETTLEMENT

If the total number of persons who opt-out of the Settlement Class on a timely basis is equal to or in excess of ten percent (10%) of the number of persons to whom Notices are mailed, Defendant shall have the option, in its sole and absolute discretion, to be exercised within twenty-one (21) days of receiving notice of the total opt-out percentage to void this Settlement Agreement and the parties' settlement by notifying Settlement Class Counsel in writing of its intention to do so. The Settlement Agreement and the parties' settlement shall become void seven (7) days after the delivery of such written notification unless, during that period, the parties agree in writing to a mutually acceptable resolution and thereafter the Court approves such resolution. Should Defendant exercise its right under this Paragraph, Defendant shall be solely responsible for all costs incurred by the Claims Administrator.

11. CONSIDERATION BY DEFENDANT

In consideration for the releases and dismissals set forth in this Settlement Agreement, Defendant agrees to: (a) the payments to the individual Settlement Class Members pursuant to the payment procedure as described herein; (b) the PAGA Allocation, as defined below and as set forth herein and as approved by the Court; (c) the payment of attorneys' fees and costs, as set forth herein and as awarded by the Court; (d) the payment of incentive awards to Plaintiffs, as set forth herein and as awarded by the Court; and (e) the payment of the cost of administration of the settlement, including, without limitation, the fees of the Claims Administrator, as set forth hereinafter.

(a) "Maximum Settlement Amount" to be Paid by Defendant

The "Maximum Settlement Amount" to be paid by Defendant is the total sum of Five Million Dollars and No Cents (\$5,000,000.00). This is a non-reversionary, "no claims made" settlement. No amount of the "Maximum Settlement Amount" shall be retained by Defendant. Subject to Paragraph 11(a)(2) and 11(a)(3), the maximum payment by Defendant shall be "all inclusive," including: any damages, penalties, or other relief arising from the alleged Labor Code violations committed against the Settlement Class and PAGA Group; any failure to pay the Settlement Class Members and PAGA Group Members minimum or overtime wages, as a result of off-the-clock work or otherwise; any failure to provide Settlement Class Members and PAGA

Group Members with compliant meal breaks or rest breaks, or appropriate meal and rest break premiums or “separate rest break pay”; any failure to provide Settlement Class Members and PAGA Group Members with reporting time pay, any failure to timely pay Settlement Class Members and PAGA Group Members all wages due upon the termination of the their employment with Defendant; any failure to provide Settlement Class Members and PAGA Group Members with accurate wage statements or maintain accurate records; any failure to provide PAGA Group members with suitable seating; any restitution to Settlement Class Members and PAGA Group Members under California Business & Professions Code Section 17200 *et seq.*, based on the aforementioned claims; any PAGA penalties based upon the aforementioned alleged California Labor Code violations; interest, attorneys’ fees and costs, as approved by the Court; the fees and costs of the Claims Administrator in connection with settlement and claims administration, as approved by the Court, including any fees and costs in connection with notice, the claims process, and the exclusion process, which is not to exceed \$155,000; settlement payments; the incentive awards to Plaintiffs, as approved by the Court; and all other settlement-related payments and costs.

- (1) Under no condition will Defendant’s liability for payments exceed the Maximum Settlement Amount, subject to Paragraphs 11(a)(2) and 11(a)(3) below. At no time shall Defendant have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds, as long as the Claims Administrator will be able to complete its tasks and duties. All Settlement Class Members’ payments, the PAGA Allocation (as defined below), and all attorneys’ fees, costs, incentive awards, and claims administration expenses shall be paid out of the Maximum Settlement Amount.
- (2) In addition to the Maximum Settlement Amount, Defendant shall be responsible for paying all employer-paid withholding and payroll taxes and similar expenses (including state and federal income taxes, social security contributions, and unemployment taxes), including FUTA and the employer’s share of FICA and Medicare taxes as required by law with respect to settlement payments to members of the Settlement Class. Settlement Class Members and PAGA Group Members will be responsible for their own tax obligations.
- (3) The Maximum Settlement Amount is based on Settlement Class Counsel’s estimate of approximately 730,000 total shifts worked by Settlement Class Members in 2017, based on data provided by Defendant. Defendant will provide Settlement Class Counsel with a declaration confirming that to the best of Defendant’s knowledge the data provided to Settlement Class Counsel for purposes of mediation purposes is correct. Defendant’s provision of the declaration contemplated by this paragraph is a material term of this Settlement Agreement.
- (4) Defendant’s sole monetary obligations under this Settlement Agreement shall be the Maximum Settlement Amount and the employer-paid

withholding and payroll taxes and similar expenses referred to in Paragraph 11(a)(2) above.

(b) Attorneys' Fees and Costs

Defendant understands that Settlement Class Counsel will file an application for an award of attorneys' fees in an amount not to exceed 33.3% of the Maximum Settlement Amount or One Million Six Hundred Sixty Five Thousand Dollars (\$1,665,000.00) and reimbursement of costs in an amount not to exceed Forty-One Thousand Dollars (\$41,000.00) incurred in the prosecution of the Lawsuit for the benefit of the Settlement Class and the PAGA Group. Defendant agrees not to object to such application up to such amounts. Notwithstanding any other provision of this Agreement, if the Court should fail to award attorneys' fees to Settlement Class Counsel in the full amount provided for in this Settlement Agreement, no order of the Court or modification of any order of the Court concerning the amount of any attorneys' fees to be paid by Defendant to Settlement Class Counsel pursuant to this settlement shall constitute grounds for cancellation or termination of the Settlement Agreement or grounds for limiting any other provision of the judgment or release contained herein. It is agreed that no order of the Court, including any order concerning attorneys' fees, may alter or otherwise increase the Maximum Settlement Amount. However, Settlement Class Counsel retains their right to appeal any decision by the Court regarding any award of attorney's fees and costs. In the event that this settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no party shall use this provision or the award of attorneys' fees and costs for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

(c) Incentive Awards

Settlement Class Counsel will file an application for approval of an incentive award for each Plaintiff as follows: as to Plaintiff Ochoa, Seven Thousand Five Hundred Dollars (\$7,500.00); as to Plaintiffs Velazquez and Fregoso, each not to exceed, Three Thousand Dollars (\$3,000.00). These awards are in addition to Plaintiffs' Individual Settlement Awards that they will receive as Settlement Class Members. Defendant agrees not to object to such application. Any such incentive awards approved by the Court shall be paid from the Maximum Settlement Amount.

(d) The PAGA Allocation; Payment to the California Labor and Workforce Development Agency

Plaintiffs shall apply to the Court for approval of payments under PAGA. The parties agree to allocate Five Hundred Thousand Dollars (\$500,000.00) to PAGA penalties (the "PAGA Allocation"). Seventy-five percent (75%) of the PAGA Allocation, or Three Hundred and Seventy-Five Thousand Dollars (\$375,000.00), shall be paid to the LWDA (the "LWDA Payment"). The remaining twenty-five percent (25%) of the PAGA allocation (the "PAGA Group Share"), or One Hundred and Twenty-Five Thousand Dollars (\$125,000.00), shall be distributed to PAGA Group Members as "Individual PAGA Payments" in the manner described below. In the event the Court rejects the amount of the PAGA Allocation, the parties will meet and confer with the Court to reach a penalty allocation acceptable to all parties that does not materially alter the terms of the settlement or increase the Maximum Settlement Amount hereunder.

12. FILING OF MOTION TO CERTIFY SETTLEMENT CLASS

As part of Plaintiffs' Motion for Preliminary Approval, Plaintiffs shall request the Court to certify the Settlement Class, as defined herein, for purposes of settling the Lawsuit. Defendant shall not oppose such certification for settlement purposes only. In the event that this settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no party shall use this provision or such certification for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

13. INFORMATION TO ADMINISTRATOR; NOTICE OF SETTLEMENT AND CLAIM FORM; TIME TO SUBMIT CLAIMS

(a) Information To Claims Administrator

The parties agree that within fourteen (14) calendar days of execution of the Court's order granting preliminary approval, Defendant will provide the Settlement Class Members' and PAGA Group Members' information to the Claims Administrator to the extent Defendant possesses such information and it has not already done so. Such information shall include each Settlement Class Member's name, last known address, last known home or mobile telephone number, dates of employment within the relevant period, and Social Security Number. All such information and any other information provided to the Claims Administrator by the Defendant regarding the Settlement Class Members and the PAGA Group Members is confidential and shall not be disclosed to anyone other than the Claims Administrator to protect those individuals' privacy rights. Notwithstanding the foregoing, Settlement Class Counsel shall be entitled to information sufficient to evaluate any Settlement Class Member workweek disputes.

(b) Notice of Settlement

Within forty-five (45) calendar days of preliminary approval of this Settlement Agreement and Court approval of a settlement notice to the Settlement Class, the Claims Administrator will mail to the Settlement Class Members via first class United States Mail, at their last known address, the Court-approved notice of the terms and conditions of this settlement in the form of a "Notice" agreed upon by the parties, approved by the Court, and in substantially the same form as Exhibit "A" attached hereto.

The Notice shall inform Settlement Class Members:

- (1) of the terms of the settlement, including the Class Member's estimated settlement share;
- (2) that any Class Member may submit workweek disputes to the Claims Administrator as well as the deadline and procedure for submitting any such disputes;
- (3) that any Settlement member who does not exclude himself or herself from the settlement will release all claims he or she may have;

- (4) of the deadlines for submitting a request for exclusion to the Claims Administrator (*i.e.*, forty-five (45) days after the Notice is mailed, except as to those Settlement Class Members who receive the Notice pursuant to re-mailing, whose deadline shall be forty-five (45) days from the date the Notice is mailed to the updated address;
- (5) that any request for exclusion that is post-marked later than the respective deadlines will not be considered timely;
- (6) of the name, address, and email address of the Claims Administrator to which the request for exclusion must be returned;
- (7) that there is a toll-free number to contact the Claims Administrator;
- (8) that there is an available website which provides information about the settlement;
- (9) The date, time, and location of the Final Approval Hearing, as defined herein; and
- (10) That Class Members may appear by audio or video at the Final Approval Hearing.

(c) Mailing of Notice; Website

The Claims Administrator shall send the Notice to all Settlement Class Members via first class United States Mail. Before the first mailing, the Claims Administrator will perform a National Change of Address (“NCOA”) search for the Settlement Class Members. The Claims Administrator shall perform one skip trace as to any Notices that are returned by the post office for invalid addresses within five (5) days of its receipt of such returned Notice. Those Settlement Class Members who receive Notice pursuant to the one skip trace shall be informed (via an insert in the Notice) that his or her time to submit a request for exclusion to the Claims Administrator shall be forty-five (45) days after the re-mailing. The Claims Administrator shall notify Settlement Class Counsel and Defendant’s counsel of the number of all Settlement Class Members who were sent Notice as a result of a skip trace and whose Notice was again returned. The Claims Administrator shall provide such notification within seven (7) days of its receipt of such returned Notice. The Claims Administrator shall establish a website to be approved by both parties that: (a) is operational from the date the Notice is mailed; (b) identifies settlement-related deadlines; (c) and includes copies (available through hyperlink) of this amended Settlement Agreement once filed; the revised Notice; Plaintiffs’ motion for attorneys’ fees and costs; Plaintiffs’ motion for service awards; motion for final approval; and order of final approval and judgment.

(d) Settlement Class Members’ Disputes

A Settlement Class Member may dispute the number of work weeks shown on his or her Notice within forty-five (45) days of the Notice’s mailing or re-mailing, as the case may be. The Class Member will be asked to provide the correct number of work weeks he or she believes she

worked in a covered position during the applicable class period. The Settlement Class Members will be asked to provide documentation in his or her possession to substantiate the dispute; however, supporting documentation is not mandatory for the dispute. The Claims Administrator shall promptly notify Defendant and Settlement Class Counsel of all such disputes and provide any information the Settlement Class Member has furnished regarding their dispute. Defendant shall investigate the dispute. In all such disputes, Defendant's records will carry a presumption of correctness. The Claims Administrator shall review Defendant's response to the dispute as well any additional information provided by the Settlement Class Member or Settlement Class Counsel and make a determination on the dispute. The Claims Administrator's determination shall be final and binding on all parties without right of appeal.

(e) Reports by Claims Administrator

On weekly basis, the Claims Administrator shall provide the parties with a report (the "Claims Administration Report") setting forth the number of undeliverable Notices, the number of valid requests for exclusion received, and the number of disputed claims and their resolution.

The Claims Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this settlement detailing: (a) the number of Notices mailed and re-mailed to Settlement Class Members, (b) the number of undeliverable Notices, (c) the number of timely requests for exclusion, (d) the number of timely objections received, (e) the amount of the average Individual Settlement Award and the highest Individual Settlement Award, (f) the amount of settlement administration costs, and (g) any other information that the parties mutually agree or the Court orders the Claims Administrator to provide.

(f) Retention of Requests for Exclusion

The Claims Administrator shall maintain any requests for exclusion throughout the administration of the settlement. The Claims Administrator shall make the requests for exclusion available to Defendant upon a reasonable request for such documentation.

14. PAYMENT TO SETTLEMENT CLASS MEMBERS AND PAGA GROUP MEMBERS

(a) Claims Administrator's Role

The Claims Administrator shall calculate amounts to be paid to Settlement Class Members and PAGA Group Members as provided below.

(b) Potential Gross Settlement Proceeds

The "Potential Gross Settlement Proceeds" shall equal the Maximum Settlement Amount minus the total of: (1) Court-approved attorneys' fees; (2) Court-approved reimbursement of costs; (3) Court-approved incentive awards; and (4) the fees and costs of the Claims Administrator. The Potential Gross Settlement Proceeds minus the PAGA Allocation (as defined above) shall be known as the "Settlement Class Member Allocation."

(c) Individual Awards

- (1) Calculation of Settlement Class Member's Individual Settlement Award: Each Settlement Class Member's "Individual Settlement Award" shall equal the Settlement Class Member's number of workweeks worked during the applicable class period divided by the total workweeks worked by all Settlement Class Members during the applicable class period, multiplied by the Settlement Class Member Allocation.
 - (i) The amounts representing the Individual Settlement Awards of Settlement Class Members who opt out of participating in the settlement will remain a part of the Settlement Class Member Allocation and be distributed to Settlement Class Members who have not opted out. Thus, the total of all Individual Settlement Awards necessarily will equal the Settlement Class Member Allocation.
- (2) Calculation of PAGA Group Member's Individual PAGA Payment: In addition to any Individual Settlement Award allocated pursuant to Paragraph 14(c)(1) above, each PAGA Group Member's Individual PAGA Payment shall equal the PAGA Group Member's number of workweeks worked during the PAGA Group Period divided by the total number of workweeks worked by all PAGA Group Members during the PAGA Group Period, multiplied by the PAGA Group Share.
- (3) For purposes of calculating Individual Settlement Awards and Individual PAGA Payments, workweeks worked shall be determined by Defendant's records.
- (4) The Claims Administrator will pay out all Settlement Class Members and all Individual PAGA Payments, out of a qualified settlement fund, and issue IRS tax forms.
- (5) The Individual Settlement Awards will be allocated as follows: thirty-three percent (33%) to alleged unpaid wages, which will be reported to the IRS on Form W-2; and thirty-three percent (33%) as interest, which will be reported to the IRS on Form 1099; and thirty-four percent (34%) as penalties, which will be reported to the IRS on Form 1099. The Individual PAGA Payments will be denominated as non-wages (*i.e.*, penalties) that will be reported to the IRS on Form 1099.

(d) Claimed Settlement Amounts; Unclaimed Amounts

All checks issued by the Claims Administrator will be valid for a period of one hundred eighty (180) days following issuance by the Claims Administrator, after which they will become void. Should there remain uncashed checks thirty (30) days following issuance, the Claims Administrator will mail a postcard to each holder of an uncashed check to remind them to cash the

funds before the void date. Following the void date, and pursuant to California Code of Civil Procedure § 384, the Claims Administrator will cause the aggregate sum represented by those uncashed checks to be transmitted to the California State Controller's Office's Unclaimed Property Division in the name of the Settlement Class Members.

(f) Tax Liability and Net Payments

The payment by the Defendant pursuant to this Settlement Agreement is for an alleged failure to pay compensation due, interest on said sum, and all other claims as set forth in the Second Amended Complaint. In accordance with both State and Federal tax laws, taxes and other applicable withholdings shall be withheld from each Settlement Class Member's Individual Settlement Award as is required in order to comply with the same. Portions of any Individual Settlement Award not subject to withholding will be issued with a Form 1099. After appropriate tax withholding, the net payment to be received by each Settlement Class Member shall be designated as the "Net Payment," and said sum shall be paid as provided in this Settlement Agreement. The Claims Administrator shall report the taxes withheld from the wages of each Settlement Class Member as required by law via a W-2 form, and shall immediately pay over all such withheld funds, plus the employer's contribution, to the appropriate State and Federal taxing authorities. The Claims Administrator shall provide each Settlement Class Member with appropriate documentation setting forth the amount of any tax or other payment withheld, and employer contribution made, in accordance with State and Federal tax requirements. In addition, the Claims Administrator shall provide such information to Defendant's counsel and to Settlement Class Counsel. Settlement Class Members and PAGA Group Members shall be solely responsible for remitting to State and/or Federal taxing authorities any applicable other taxes due. Neither Defendant, Plaintiffs, Defendant's counsel, Settlement Class Counsel, nor the Claims Administrator shall be responsible for the amount or calculation of any taxes that may be owed by Settlement Class Members as a result of this Agreement.

The parties agree that nothing contained herein is intended to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each Settlement Class Member are unique, and each Settlement Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this settlement. The parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the parties, Settlement Class Counsel, and Defense Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any employee taxes and penalties assessed on the Individual Settlement Payments described herein and will hold the parties, Settlement Class Counsel and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Settlement Agreement.

(g) Payment of Settlement Funds Will Not Be Considered By Defendant as Having Any Effect on Any Employee Benefit Plan and Similar Plans

The payment to any Settlement Class Member or PAGA Group Member as provided for in this Settlement Agreement is not and shall not be deemed by Defendant to constitute an addition to, a modification of, or a change in any previously credited hours of service, compensation and/or

wages under any employee benefit plan, employment policy, or stock option plan of or sponsored by the Defendant or any of its present or former parent corporations or affiliates or any jointly trusted benefit plans. Any such payment to any Settlement Class Member or PAGA Group Member shall not be considered by Defendant to form the basis for additional contributions to, additional benefits under, or any other additional entitlements under any employee benefit plan, employment policy, or stock option plan of or sponsored by Defendant or any of its present or former parent corporations or affiliates or any jointly trusted benefit plans. Defendant and each of its present and former parent corporations and affiliates retain the right to modify and/or amend the language of their employee benefit plans, employment policies, and stock option plans, and to seek to have modified and/or amended the language of any jointly trusted benefit plans, to make clear that any amounts paid as a result of this Settlement Agreement are not considered by Defendant as compensation or wages, or payments for “hours worked,” as defined by the applicable plans and policies, and that no additional contributions or benefits will be provided by Defendant by reason of the settlement.

15. ADMINISTRATION OF MAXIMUM SETTLEMENT AMOUNT

(a) The Claims Administrator will calculate the Net Payments to be made to the Settlement Class Members from the Potential Gross Settlement Proceeds in accordance with the terms and provisions of this Settlement Agreement, and shall calculate the Individual PAGA Payments to be made to the PAGA Group Members from the Potential Gross Settlement Proceeds in accordance with the terms and provisions of this Settlement Agreement. Defendant’s counsel and Settlement Class Counsel will be provided access to all calculations forming the basis for such determinations. The fees and costs of the Claims Administrator in connection with said verification and/or performance shall be considered settlement administration expenses and shall be paid from the Maximum Settlement Amount. All of the fees, costs of the Claims Administrator in connection with printing, issuing and/or mailing settlement payments shall be considered settlement administration expenses and shall be paid from the Maximum Settlement Amount, as provided herein.

(b) No person shall have any claim against Defendant, Defendant’s counsel, Plaintiffs, the Settlement Class, the PAGA Group, Settlement Class Counsel, or the Claims Administrator based on distributions and payments made in accordance with this Settlement Agreement.

16. COURT’S PRELIMINARY APPROVAL

Plaintiffs shall seek preliminary approval of this settlement by the Court for entry of a Preliminary Approval Order in substantially the same form as Exhibit “B” attached hereto. As part of the preliminary approval process, the Court shall be asked to approve, among other matters, the terms of the settlement, the method of providing notice, the Notice, the procedure for the calculation of settlement distributions, the payment of incentive awards, and Settlement Class Counsel’s fees, costs, and expenses as set forth herein.

17. FINAL APPROVAL HEARING

The Notice shall contain a date, time, and location for a “Final Approval Hearing.” The Final Approval Hearing shall be held on a date approved by the Court no earlier than ten (10) days

after the last day for Defendant to exercise its right to void this Settlement Agreement, as provided for in Paragraph 10 hereof. The exact date, time, and location of the Final Approval Hearing shall be set forth in the Notice. At the Final Approval Hearing, Settlement Class Counsel shall request the Court to grant final approval of the applications for attorneys' fees, costs, expenses, and incentive awards referred to in Paragraphs 11(b) and 11(c) of this Settlement Agreement.

18. PROCEDURE FOR OBJECTIONS TO SETTLEMENT

Settlement Class Members also may object to the settlement by submitting a written objection to the Claims Administrator no later than the Objection Deadline or forty-five (45) days after the Notice is mailed. The written objection must be signed and dated, and additionally state the Settlement Class Member's name, dates of employment with Defendant, the case name and number and the basis for the objection. A Settlement Class Member who objects to the settlement will still be considered a Settlement Class Member, unless he or she submits a valid and timely request for exclusion as set forth herein. Settlement Class Counsel shall file copies of such objections at the time the Motion for Order Granting Final Approval of Class Action Settlement is filed with the Court. Even if a Class Member does not submit a written objection, he or she may appear at the Final Approval hearing to lodge an objection.

19. [PROPOSED] FINAL APPROVAL ORDER AND FINAL JUDGMENT

Upon final approval of the settlement, the Court shall be requested to issue a [Proposed] Final Approval Order and Final Judgment ("Proposed Final Judgment") in substantially the same form as Exhibits "C" and "D" attached hereto, respectively, which shall, *inter alia*:

(a) With respect to the Settlement Class, grant final approval of the settlement as fair, reasonable, adequate, in good faith and in the best interests of the Settlement Class, as a whole, and order the parties to carry out the provisions of this Settlement Agreement. With respect to the PAGA Group, approve the settlement as fair and reasonable and in the best interest of the PAGA Group and the State of California.

(b) Adjudge that all Settlement Class Members are conclusively deemed to have released Defendant and the other Releasees (as defined below), of and from any and all rights, claims, demands, liabilities, causes of action, liens and judgments reasonably arising out of the wage and hour matters set forth, or that could have been set forth, based on the facts alleged in the Second Amended Complaint (or LWDA Notice letter, as the case may be), in relation to the alleged claims against Defendant relating to the release of the Settlement Class.

(c) Adjudge that Defendant and the other Releasees (as defined below) have been released from all PAGA claims that were set forth, or that could have been set forth, based on the facts alleged the LWDA Notice letter.

(d) Reserve continuing jurisdiction as provided herein.

20. APPROVAL AND ADOPTION OF [PROPOSED] FINAL JUDGMENT BY COURT AND FINAL JUDGMENT

Plaintiffs shall seek final approval and adoption of this settlement from the Court for entry of the [Proposed] Final Judgment and the Final Approval Order, as well as an Attorneys' Fee and Costs Order and Incentive Awards Order.

21. PAYMENT OF SETTLEMENT PROCEEDS

(a) Timing of Payments

Net payments to Settlement Class Members (including any Court-approved incentive awards to Plaintiffs), payment to Settlement Class Counsel for Court-approved attorneys' fees and costs, payment to PAGA Group Members, and payment to the Claims Administrator for all settlement administration expenses shall be made no later than five (5) business days after the date on which the time to challenge any aspect of this settlement by appeal has lapsed, provided that no such appeal has been filed (regardless of whether any objections to the settlement were made). If any such appeal is filed, the payments described in this Paragraph shall be made no later than five (5) business days after a final resolution of all appeals that result in the upholding of the parties' settlement. The date defined and determined by this Paragraph shall be called the "Effective Date."

(b) Method of Payment

Defendant will fund a qualified settlement fund established by the Claims Administrator no later than fourteen (14) days after Court grants final approval to the Settlement. The Claims Administrator will be responsible for making appropriate payroll deductions and reporting obligations and issue the Individual Settlement Awards and the Individual PAGA Payments. The expiration date on the settlement checks will be 180 days from the date the settlement checks are issued. Uncashed settlement checks shall be paid to California's unclaimed property fund in the name of the respective Claiming Settlement Class Members.

22. COSTS

Defendant shall bear its own costs and attorneys' fees incurred in connection with or arising out of the Lawsuit. The Settlement Class's attorneys' fees and costs, as approved by the Court, shall be paid from the Maximum Settlement Amount.

23. RELEASED CLAIMS

As of the Effective Date, or at the time that Defendant fully funds the Settlement Amount (including its share of payroll taxes) whichever occurs later, all Settlement Class Members who did not submit a valid request for exclusion release Defendant (*i.e.*, Victoria's Secret Stores, LLC)

and each of its respective past, present and future owners, stockholders, members, all present and former parent corporations, related or affiliated companies and agents, including Victoria's Secret & Co., L Brands, Inc. (now known as Bath & Body Works, Inc.), and their current and former subsidiaries and affiliates (including the L Brands Defendants, Limited Brands Sourcing, Inc., and Limited Brands Direct Holding, Inc.), officers, directors, shareholders, exempt employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and their respective successors and predecessors in interest, each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans), and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity that could be jointly liable with Defendant (collectively, the "Releasees") from the "Released Claims." The "Released Claims" shall consist of the "Released Class Claims" and the "Released PAGA Claims," as defined below.

For purposes of this Settlement Agreement, the "Released Class Claims" are defined as: All claims, demands, rights, liabilities, and causes of action that were asserted in the operative Second Amended Complaint on behalf of the Settlement Class Members, or could have been asserted on behalf of the Settlement Class Members because they reasonably arise out of the same set of operative facts as alleged in the operative Second Amended Complaint, pursuant California Labor Code §§ 201-204, 223, 226, 226.3, 226.7, 510, 512, 515, 558, 1174, 1194, 1197, 1198, 1199, IWC Wage Order 7-2001, Cal. Code Regs. Tit. 8, § 11070, Cal. Bus. & Prof. Code § 17200, *et seq.* ("Section 17200") as to the Labor Code provisions and causes of action identified in this paragraph, and any similar claims under the Fair Labor Standards Act (including under 29 U.S. Code § 216(b)), whether for allegedly unpaid wages, damages, liquidated damages, penalties, attorneys' fees and costs as to the Labor Code provisions and causes of action identified in this paragraph (including, but not limited to, attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1193.6, Code of Civil Procedure § 1021.5), or interest arising out of the claims at issue, including, but not limited to: causes of action based on, or reasonably relating to, alleged failures to provide uninterrupted and duty-free meal periods and rest breaks of the requisite duration; alleged failures to provide "separate rest break" pay; alleged failures to pay meal period and rest break premiums, including at the proper rate; alleged failures to pay overtime wages, including by failing to account for bonuses / incentives in the "regular rate" for overtime purposes; alleged failures to pay for all hours worked (*e.g.*, permitting off-the-clock work), including during security checks and for pre-/post-shift work or time incurred; alleged failures to pay associates the applicable minimum wage; alleged failures to pay reporting time pay; alleged failures to provide accurate wage statements; alleged failures to maintain accurate records, alleged failures to pay all wages owing at termination; and alleged unlawful, unfair, and/or fraudulent business acts or practices within the meaning of Section 17200.

For purposes of this Settlement Agreement, the "Released PAGA Claims" are defined as: All claims, demands, rights, liabilities, and causes of action that were set forth in the operative LWDA notice letter dated February 28, 2022, or reasonably arise out of the same set of operative facts as set forth in that LWDA notice letter dated February 28, 2022, that were asserted, or could have been asserted, pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* ("PAGA") based on alleged underlying California Labor Code violations of §§ 201-204, 223, 226, 226.3, 226.7, 510, 512, 515, 1174, 1194, 1197, 1197.1, 1198,

IWC Wage Order 7-2001 (including Wage Order 7-2001(14)(A) and (B)), Cal. Code Regs. Tit. 8, § 11070, whether for civil penalties (including, but not limited to, claims for penalties pursuant to Labor Code §§ 218, 225.5, 226, 210, 226.3, 256, 558, 515, 1174.5, 1197.1, 1199, 2699(f)), 2699.3, 2699.5), attorneys' fees, and/or costs (including, but not limited to, attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1193.6, 2699(g), Code of Civil Procedure § 1021.5), or interest arising out of the claims at issue, including, but not limited to: causes of action based on, or reasonably related to, alleged failures to provide uninterrupted and duty-free meal periods and rest breaks of the requisite duration; alleged failures to provide "separate rest break" pay; alleged failures to pay meal period and rest break premiums, including at the proper rate; alleged failures to pay overtime wages, including by failing to account for bonuses / incentives in the "regular rate" for overtime purposes; alleged failures to pay for all hours worked (*e.g.*, permitting off-the-clock work), including during security checks and for pre-/post-shift work or time incurred; alleged failures to pay associates the applicable minimum wage; alleged failures to pay reporting time pay; alleged failures to provide accurate wage statements; alleged failures to maintain accurate records, alleged failures to pay all wages owing at termination; and alleged failures to provide suitable seating.

In the event that a Settlement Class Member, who is also a member of the PAGA Group, opts out of the Settlement, the Settlement Class Member will remain a member of the PAGA Group, receive a share of the PAGA settlement, and release the Released PAGA Claims.

24. WAIVER OF RIGHTS

(a) The parties hereto, including the Settlement Class, stipulate and agree that the consideration received by the Settlement Class Members pursuant to this Settlement Agreement compensates the Settlement Class for all damages, all restitution, all penalties (including PAGA penalties), and all liability related to any compensation to which they may be entitled as a result of the allegations that were or could have been made in the Lawsuit based on the facts alleged in the Lawsuit.

(b) By granting preliminary and final approval of the settlement, the Court will have reviewed this Settlement Agreement and concluded that the Settlement appears fair, reasonable and adequate.

25. NO ADMISSION BY THE PARTIES

Defendant and the other Releasees deny any and all claims alleged in the Lawsuit and deny all wrongdoing whatsoever. This Settlement Agreement is neither a concession nor an admission, and shall not be used against Defendant or the other Releasees as an admission or indication with respect to any claim of any fault, concession or omission by Defendant or the other Releasees. Whether or not the settlement is finally approved, neither the settlement, nor any document, statement, proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be:

(a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or the other Releasees, including, but not limited

to, evidence of a presumption, concession, indication or admission by Defendant, or any of the other Releasees, of any liability, fault, wrongdoing, omission, concession or damage; or

(b) disclosed, referred to or offered or received in evidence against Defendant or any of the other Releasees in any further proceeding in the Lawsuit, or any other civil, criminal or administrative action or proceeding, except for purposes of settling the Lawsuit pursuant to this Settlement Agreement or for the enforcement of the terms of this Settlement Agreement.

26. CONFIDENTIALITY

Plaintiffs and Defendant shall not: (i) initiate or cause the initiation of any communications concerning the settlement with any media organization and/or (ii) respond to or cause a response to be made to any communications concerning the settlement with any media organization. Plaintiffs and Defendant shall also instruct their attorneys not to (i) initiate or cause the initiation of any communications concerning the settlement with any media organization and/or (ii) respond to or cause a response to be made to any communications concerning the settlement with any media organization. Plaintiffs shall instruct their attorneys not to use Defendant's name in marketing materials. Plaintiffs will not make, and Plaintiff shall instruct their attorneys not to make, any posting on any website, instant message site, blog, or social networking site that uses Defendant's name and will not list or refer to the Lawsuit in any website, mailings, publicity, or other similar forums or materials. However, following the Effective Date and notwithstanding the foregoing, nothing in this Agreement shall be read to prohibit Settlement Class Counsel in marketing materials or on websites from providing a brief description of the nature of the Lawsuit, the amount of settlement and that the defendant in the action was a "retailer."

27. NULLIFICATION OF AGREEMENT

In the event: (a) the Court does not enter the Preliminary Approval Order specified herein in substantially the same form as Exhibit "B" attached hereto; (b) the Court does not finally approve the settlement as provided herein; (c) the Court does not issue a [Proposed] Final Judgment (as provided herein and in substantially the same form as Exhibit "D" attached hereto) which becomes final and not subject to any appeals; or (d) the settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this settlement shall be treated as void *ab initio*. In such event, the parties hereto and any funds to be awarded under this settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the parties shall proceed in all respects as if this Settlement Agreement had not been executed; however in this event, Defendant agrees to separately pay for the cost charged by the Claims Administrator directly to the Claims Administrator.

28. RETURN OF DOCUMENTS AND INFORMATION

Plaintiffs, the Settlement Class, the PAGA Group, and Settlement Class Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than prosecution of the Lawsuit. No later than ten (10) days after Settlement Class Counsel receives any Court-approved award of attorneys' fees, Plaintiffs and Settlement Class Counsel shall destroy the original and all copies of any documents that Defendant produced or

provided to Plaintiffs' or Settlement Class Counsel during the Lawsuit and shall certify to Defendant's counsel that such destruction has been completed. The certification contemplated by this paragraph is a material term of this Settlement Agreement. In addition, Defendant counsel's firm shall retain copies of any and all documents produced in the Lawsuit, whether formally or informally, for four (4) years after judgment has been entered and shall produce all said documents to Settlement Class Counsel upon reasonable request and upon proof that such documents are required to defend itself against any claim arising out of this matter.

29. REPRESENTATIONS AND WARRANTIES

Each party to this Settlement Agreement represents and warrants that he, she, or it has not heretofore assigned or transferred, or purported to assign or transfer, any of the claims released pursuant to this Settlement Agreement to any other person and that he, she or it is fully entitled to compromise and settle same.

30. CALIFORNIA LAW

All questions with respect to the construction of this Settlement Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California applicable to agreements to be wholly performed within the State of California.

31. OWN COUNSEL

Each party hereto acknowledges that he, she or it has been represented by counsel of his, her or its own choice throughout all of the negotiations which preceded the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement.

32. FURTHER ACTS AND DOCUMENTS

The parties hereto agree to do such acts and execute all such documents necessary to effectuate the intent of this Settlement Agreement.

33. COUNTERPARTS

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and will be effective upon execution by all parties. Facsimile and electronic/digital signatures shall be deemed original signatures for all purposes.

34. HEADINGS

The headings contained in this Settlement Agreement are for reference only and are not to be construed in any way as a part of the Settlement Agreement.

35. ENTIRE AGREEMENT

This Settlement Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. Each of the parties covenants that he, she or it has not entered into this Settlement Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each party further covenants that the consideration recited herein is the only consideration for entering into this Settlement Agreement and that no promises or representations of another or further consideration have been made by any person. This Settlement Agreement may be amended only by an agreement in writing duly executed by all parties hereto.

36. BINDING EFFECT

This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, assigns and successors-in-interest.

37. DRAFTING

Each party hereto has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any party as drafter of this Settlement Agreement.

38. SEVERABILITY

In the event any covenant or other provision herein is held to be invalid, void or illegal, the same shall be deemed severed from the remainder of this Settlement Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein. If any covenant, condition or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

39. INCORPORATION OF EXHIBITS

All exhibits attached to this Settlement Agreement are hereby incorporated by reference as though set forth fully herein and are a material part of this Settlement Agreement. Any notice, order, judgment or other exhibit that requires approval of the Court must be approved without material alteration from its current form in order for this Settlement Agreement to become effective. Notwithstanding this Paragraph, insubstantial changes to the attached exhibits shall not invalidate the Settlement Agreement.

40. AUTHORITY

Each party hereto warrants and represents that each of the persons or entities executing this Settlement Agreement is duly empowered and authorized to do so.

41. ADMINISTRATION OF SETTLEMENT AND COMPLIANCE

The Court shall have continuing jurisdiction to resolve any dispute which may arise with regard to the terms and conditions of this Settlement Agreement as set forth herein.

42. NOTICE

All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement Agreement (other than the Notice to Settlement Class Members) shall be in writing and shall be delivered personally, telecopied, or mailed postage pre-paid by first class mail to the following persons at their addresses set forth as follows:

Settlement Class Counsel:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211

David M. deRubertis, Esq.
THE deRUBERTIS LAW FIRM
8889 W. Olympic Boulevard, Second Floor
Beverly Hills, California 90211

Defendant's Counsel:


Phillip J. Eskenazi, Esq.
BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, California 90025-0509

Kirk A. Hornbeck, Esq.
HUNTON ANDREWS KURTH LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

WHEREFORE, Plaintiffs, on their own behalf, on behalf of the Settlement Class, and as proxies for the LWDA, and Defendant, by its duly authorized agents or counsel, have executed this Settlement Agreement as of the dates set forth below.

Plaintiff Elizabeth Ochoa

Dated: August 10, 2022

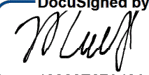
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Elizabeth Ochoa, as an individual, as a

representative of the Settlement Class Members, and as a proxy for the LWDA

Plaintiff Monica Velazquez

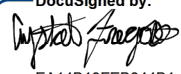
Dated: August 11, 2022

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Monica Velazquez, as an individual, as a representative of the Settlement Class Members, and as a proxy for the LWDA

Plaintiff Crystal Fregoso

Dated: August 11, 2022

DocuSigned by:

EA14B19FEB844B1...

Crystal Fregoso, as an individual, as a representative of the Settlement Class Members, and as a proxy for the LWDA

Defendant Victoria's Secret Stores, LLC

Dated: August __, 2022

VICTORIA'S SECRET STORES, LLC

By _____
Melinda McAfee
EVP, Chief Legal Officer

Approval As To Form:

On Behalf of Plaintiffs and the Settlement Class:

Dated: August 12, 2022

LAVI & EBRAHIMIAN, LLP

By _____
DocuSigned by:

871E0169FCF244D...
Joseph Lavi, Esq.

Dated: August 12, 2022

THE deRUBERTIS LAW FIRM

By  _____
David M. deRubertis, Esq.

representative of the Settlement Class Members, and as a proxy for the LWDA

Plaintiff Monica Velazquez

Dated: August __, 2022

Monica Velazquez, as an individual, as a representative of the Settlement Class Members, and as a proxy for the LWDA

Plaintiff Crystal Fregoso

Dated: August __, 2022

Crystal Fregoso, as an individual, as a representative of the Settlement Class Members, and as a proxy for the LWDA

Defendant Victoria's Secret Stores, LLC

Dated: August __, 2022

VICTORIA'S SECRET STORES, LLC

By Melinda R. McAfee
Melinda McAfee
EVP, Chief Legal Officer

Approval As To Form:

On Behalf of Plaintiffs and the Settlement Class:

Dated: August __, 2022

LAVI & EBRAHIMIAN, LLP

By _____
Joseph Lavi, Esq.

Dated: August __, 2022


THE deRUBERTIS LAW FIRM

By _____
David M. deRubertis, Esq.

On Behalf of Defendant:

Dated: August 16, 2022

BAKER & HOSTETLER LLP

By 
Phillip J. Eskenazi, Esq.

Dated: August 16, 2022

HUNTON ANDREWS KURTH LLP


By 
Kirk A. Hornbeck, Esq.

EXHIBIT A

**NOTICE OF CLASS ACTION SETTLEMENT AND
FINAL APPROVAL HEARING**

Elizabeth Ochoa, et al. v. L Brands, Inc., et al.
Los Angeles County Superior Court
Case No. BC661822

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED
BY THE PROPOSED SETTLEMENT DESCRIBED IN
THIS NOTICE.**

TO: All non-exempt employees employed by Defendant Victoria's Secret Stores, LLC in California at any time between January 3, 2013 and May 26, 2021.

On **INSERT Date of Preliminary Approval Order**, the Court in this lawsuit granted preliminary approval to a proposed settlement as set forth in an Amended Class Action Settlement Agreement (the "Settlement Agreement"). If the settlement is granted final approval by the Court, Defendants (as defined below) will be released from all claims that were asserted, or could have been asserted based on the facts alleged, in this lawsuit (*i.e.*, "Released Claims" as defined below). The Settlement Class Representatives and Settlement Class Counsel (as defined below) believe the proposed settlement is fair, reasonable, and adequate, and in the best interest of the Settlement Class (as defined below). This Notice informs you of the proposed settlement and its terms as well as your rights to object to the terms of the proposed settlement, dispute the number of workweeks on which your settlement payment will be calculated, and to exclude yourself from the proposed settlement. This Notice also explains how you can obtain more information about the settlement. **YOU DO NOT NEED TO SUBMIT ANY PAPERWORK TO RECEIVE A CASH PAYMENT.**

Your Legal Rights And Options In This Settlement	
Do nothing	If you do nothing in response to this Notice, you will remain a member of the Settlement Class, you will be bound by the Settlement Agreement, you will give up the claims that are released by the Settlement Agreement, and you will receive a cash payment. YOU DO NOT NEED TO SUBMIT ANY PAPERWORK TO RECEIVE A CASH PAYMENT.
Ask to Be Excluded	You are entitled to opt-out of the Settlement Class by submitting a written request to be excluded from the settlement, which must be post-marked and returned to the Claims Administrator at the address provided below by no later than INSERT: 45 days after notice . Any person who properly opts-out of the settlement using this procedure will not be entitled to any cash payment, and you will retain all of the claims that will be released by members of the Settlement Class. Note that if you are a member of the PAGA Group (as defined below), you may not request exclusion from the PAGA Group and you will receive your Individual PAGA Payment (as defined below), even if you timely and validly exclude yourself from the Settlement Class.
Object	You may object to the settlement by submitting a written objection to the Claims Administrator no later than INSERT: 45 DAYS AFTER NOTICE . If you object to the settlement, you still will be considered a Settlement Class Member. Even if you do

	not submit a written objection, you still may appear at the Final Approval hearing to lodge an objection.
Dispute Your Workweeks Number	You will be provided with the number of workweeks that VSS's records show you were employed by VSS for the time periods between: (1) January 3, 2013 and May 26, 2021; and (2) January 3, 2016 and May 26, 2021. Those numbers will be used to calculate the amount of money you are entitled to receive from the settlement. You may dispute the accuracy of those workweek numbers. To do so, please provide the Claims Administrator with any information and documentation (if any) you have to substantiate your dispute by [deadline]. The Claims Administrator will resolve your dispute.
Attend the Final Approval Hearing	<p>You may appear at the Final Approval Hearing by telephone, videoconference, or in person. For more information about scheduling a remote appearance, please see the Court's website at https://my.lacourt.org/laccwelcome. You do not need advance permission from the Court to appear at the Final Approval Hearing. The Final Approval Hearing will occur as follows:</p> <p>Date: [Date], 2022 Time: [Time] Location: Spring Street Courthouse Department SSC17 312 North Spring Street Los Angeles, California 90012</p>

I. SUMMARY

Plaintiffs Elizabeth Ochoa, Monica Velazquez, and Crystal Fregoso (collectively, "Plaintiffs") have brought a lawsuit (the "Lawsuit") against Defendants Victoria's Secret Stores, LLC ("VSS"), L Brands, Inc. (now known as Bath & Body Works, Inc.), Limited Brands, Inc., and The Limited, Inc. (collectively, "Defendants") on behalf of themselves and other current and former non-exempt (hourly) employees of VSS. The Lawsuit is styled as *Elizabeth Ochoa, et al. v. L Brands, Inc., et al.*, Los Angeles County Superior Court Case No. BC661822.

Plaintiffs allege that Defendants violated the California Labor Code based on alleged failures to provide uninterrupted and duty-free meal periods and rest breaks of the requisite duration; alleged failures to provide "separate rest break" pay; alleged failures to pay meal period and rest break premiums, including at the proper rate; alleged failures to pay overtime wages, including by failing to account for bonuses / incentives in the "regular rate" for overtime purposes; alleged failures to pay for all hours worked (e.g., permitting off-the-clock work), including during security checks and for pre-/post-shift work or time incurred; alleged failures to pay associates the applicable minimum wage; alleged failures to pay reporting time pay; alleged failures to provide suitable seating; alleged failures to provide accurate wage statements; alleged failures to maintain accurate records, alleged failures to pay all wages owing at termination; alleged unlawful, unfair, and/or fraudulent business acts or practices within the meaning of California Business & Professions Code § 17200. Plaintiffs also seek penalties against Defendants pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* ("PAGA") based on the aforementioned claims and a claim that Defendants failed to provide VSS employees with suitable seating.

Defendants deny Plaintiffs' allegations in their entirety. Defendants contend that Plaintiffs and other Settlement Class Members properly received all of the rights and benefits to which they are entitled under California law.

Plaintiffs and Defendants conducted substantial formal discovery and informal investigation in connection with the claims asserted in the Lawsuit. The parties also have researched and analyzed the relevant legal and factual issues arising from all of the claims that are alleged in, or could have been alleged in, the Lawsuit. Defendants provided Plaintiffs with sufficient information to allow Plaintiffs to evaluate Defendants' potential exposure in the Lawsuit.

The parties acknowledge the mutual costs and risks of litigation. The mutual costs and risks of continuing to prosecute and defend the Lawsuit have led the parties to resolve the Lawsuit by way of settlement.

II. CLASS DEFINITION

The Lawsuit is being settled as a class action. In a class action, a plaintiff or plaintiffs, also referred to as class representative(s), sue on behalf of themselves and other persons with similar claims. The Court has conditionally approved a class for settlement purposes only. The settlement class ("Settlement Class") is defined as follows:

All non-exempt employees employed by Defendant Victoria's Secret Stores, LLC in California at any time between January 3, 2013 and May 26, 2021.

According to VSS's records, you are a member of the Settlement Class. In addition to any individual settlement award to which you may be entitled as a member of the Settlement Class, you may be eligible to receive a share of PAGA penalties allocated in the Settlement Agreement. You qualify for this additional payment if you are a member of the "PAGA Group," which is defined as:

All non-exempt employees employed by Defendant Victoria's Secret Stores, LLC in California at any time between January 3, 2016 and May 26, 2021.

Any person who previously settled or released all of the claims covered by this settlement, any person who previously was paid or received awards through civil or administrative actions for all of the claims covered by this settlement, and/or any person who excludes him or herself from the Settlement Class pursuant to this Settlement Agreement, shall not be a member of the Settlement Class.

If the Court approves the settlement, the settlement will bind all Settlement Class Members who have not excluded themselves from the Settlement Class. (You will have the opportunity to exclude yourself from the Settlement Class pursuant to the procedure described below.) The Court has not yet determined that the Lawsuit could be litigated as a class action. If the Court does not approve this settlement, the conditional class certification for settlement purposes will have no effect or precedential value in any subsequent proceedings in the Lawsuit or in any other litigation.

III. SETTLEMENT CLASS REPRESENTATIVES AND SETTLEMENT CLASS COUNSEL

The Court has appointed Plaintiffs Elizabeth Ochoa, Monica Velazquez, and Crystal Fregoso as the Settlement Class Representatives to represent the Settlement Class. The Court appointed the following attorneys to represent the Settlement Class as Settlement Class Counsel:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211

David M. deRubertis, Esq.
The deRubertis Law Firm
4219 Coldwater Canyon Avenue
Studio City, California 91604

IV. SETTLEMENT AMOUNT

The proposed settlement obligates VSS to pay a settlement amount (called the "Maximum Settlement Amount" in the Settlement Agreement) of Five Million Dollars and No Cents (\$5,000,000). Except for the payment of all employer-paid withholding and payroll taxes and similar expenses (including state and federal income taxes, social security contributions, and unemployment taxes), which are the responsibility of VSS and shall be paid by VSS in addition to the Maximum Settlement Amount, the Maximum Settlement Amount shall be "all inclusive," including: any damages, penalties, or other relief arising from the alleged Labor Code violations committed against the Settlement Class and PAGA Group by Defendants; any failure to pay the Settlement Class Members and PAGA Group Members minimum or overtime wages, as a result of off-the-clock work or otherwise; any failure to provide Settlement Class Members and PAGA Group Members with compliant meal breaks or rest breaks, or appropriate meal and rest break premiums or "separate rest break pay;" any failure to provide Settlement Class Members and PAGA Group Members with reporting time pay, any failure to timely pay Settlement Class Members and PAGA

Group Members all wages due upon the termination of the their employment with Defendants; any failure to provide Settlement Class Members and PAGA Group Members with accurate wage statements or maintain accurate records; any failure to provide PAGA Group members with suitable seating; any restitution to Settlement Class Members and PAGA Group Members under California Business & Professions Code Section 17200 *et seq.*, based on the aforementioned claims; any PAGA penalties based upon the aforementioned alleged California Labor Code violations; interest, attorneys' fees and costs, as approved by the Court; the fees and costs of the Claims Administrator in connection with settlement and claims administration, as approved by the Court, including any fees and costs in connection with notice, the claims process, and the exclusion process, which is not to exceed One Hundred And Fifty-Five Thousand Dollars (\$155,000); settlement payments; the incentive awards to Plaintiffs, as approved by the Court; and all other settlement-related payments and costs. VSS's sole monetary obligations under this Settlement Agreement shall be the Maximum Settlement Amount and the employer-paid withholding and payroll taxes and similar expenses.

V. SUMMARY OF YOUR OPTIONS

As a member of the Settlement Class, you have the options described below.

1. **Do Nothing.** If you do nothing in response to this Notice, you will remain a member of the Settlement Class, you will be bound by the Settlement Agreement, you will give up the claims that are released by the Settlement Agreement, and you will receive a cash payment. **YOU DO NOT NEED TO SUBMIT ANY PAPERWORK TO RECEIVE A CASH PAYMENT.**

2. **Exclude Yourself From the Settlement Class.** You are entitled to exclude yourself from the Settlement Class by submitting a written request to be excluded from (or "opt-out" of) the settlement, which must be post-marked and returned to the Claims Administrator at the address provided below by no later than **[INSERT: 45 DAYS AFTER NOTICE]**. Such written requests for exclusion must contain your name, address, telephone number, and the last four (4) digits of the Social Security Number. Such written requests also must clearly state that you intend to exclude yourself from the settlement. Any person who properly opts-out of the settlement using this procedure will not be entitled to any cash payment, and you will retain all of the claims that will be released by members of the Settlement Class. If you are a member of the PAGA Group, you may not request exclusion from the PAGA Group and you will receive your Individual PAGA Payment even if you timely and validly exclude yourself from the Settlement Class.

3. **Object to the Settlement.** You may object to the settlement by submitting a written objection to the Claims Administrator no later than **[INSERT: 45 DAYS AFTER NOTICE]**. The written objection must be signed and dated, and additionally state your name, dates of employment with VSS, the case name and number, and the basis for the objection. If you object to the settlement, you still will be considered a Settlement Class Member, unless you also submit a valid and timely request for exclusion in the manner described above. Even if you do not submit a written objection, you still may appear at the Final Approval hearing to lodge an objection.

Members of the Settlement Class who fail to submit timely written objections in the manner specified above shall be deemed to have waived any objections to the settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the settlement, or any aspect of the settlement, including, without limitation, the fairness, reasonableness or adequacy of the proposed settlement, or any award of attorneys' fees or reimbursement of costs.

4. **Dispute the Number of Your Workweeks:** The money you are eligible to receive from the Settlement is based on the number of workweeks you were employed during the Settlement Class and PAGA Group time periods, respectively. For the period between January 3, 2013 and May 26, 2021, VSS's records indicate that you were employed for **[INSERT]** workweeks. For the period between January 3, 2016 and May 26, 2021, VSS's records indicate that you were employed for **[INSERT]** workweeks. You may dispute the number of workweeks you were employed by VSS during those time periods. The deadline to submit your workweek dispute is **[INSERT: 45 DAYS AFTER NOTICE.]** To do so, you must mail to the Claims Administrator a written letter with your name, address, telephone number, and the last four (4) digits of the Social Security Number and any information and documentation you have to substantiate your dispute. (Supporting documentation is not mandatory for you to make such a dispute.) After you send your dispute, the Claims Administrator will promptly notify Defendant and Settlement Class Counsel of your dispute and provide any information and documentation that you have furnished regarding your dispute. VSS shall then investigate the dispute. In all such disputes, VSS's records will carry a presumption of correctness. The Claims Administrator shall review VSS's response to the dispute as well any

additional information provided by you or Settlement Class Counsel and make a determination on the dispute. The Claims Administrator's determination shall be final and binding on all parties without right of appeal.

VI. SETTLEMENT ADMINISTRATOR

The settlement process will be administered by CPT Group, Inc. (the "Claims Administrator"), a company that provides settlement administration services. The Court has approved CPT Group, Inc. to act as the Claims Administrator for purposes of this settlement. The fees and costs of the Administrator shall be paid out of and deducted from the Maximum Settlement Amount. The Settlement Administrator can be contacted at the following address:

CPT Group, Inc.
[address line 1]
[address line 2]
[phone number] (toll free)

VII. RELEASE AND WAIVER

As of the Effective Date, or at the time that VSS fully funds the Settlement Amount (including its share of payroll taxes) whichever occurs later, all Settlement Class Members who did not submit a valid request for exclusion release Defendant (*i.e.*, Victoria's Secret Stores, LLC) and each of its respective past, present and future owners, stockholders, members, all present and former parent corporations, related or affiliated companies and agents, including Victoria's Secret & Co., L Brands, Inc. (now known as Bath & Body Works, Inc.), and their current and former subsidiaries and affiliates (including the L Brands Defendants, as defined in the Settlement Agreement, Limited Brands Sourcing, Inc., and Limited Brands Direct Holding, Inc.), officers, directors, shareholders, exempt employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and their respective successors and predecessors in interest, each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans), and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity that could be jointly liable with Defendant (collectively, the "Releasees") from the "Released Claims." The "Released Claims" shall consist of the "Released Class Claims" and the "Released PAGA Claims," as defined below.

For purposes of this Settlement Agreement, the "Released Class Claims" are defined as: All claims, demands, rights, liabilities, and causes of action that were asserted in the operative Second Amended Complaint on behalf of the Settlement Class Members, or could have been asserted on behalf of the Settlement Class Members because they reasonably arise out of the same set of operative facts as alleged in the operative Second Amended Complaint, pursuant California Labor Code §§ 201-204, 223, 226, 226.3, 226.7, 510, 512, 515, 558, 1174, 1194, 1197, 1198, 1199, IWC Wage Order 7-2001, Cal. Code Regs. Tit. 8, § 11070, Cal. Bus. & Prof. Code § 17200, *et seq.* ("Section 17200") as to the Labor Code provisions and causes of action identified in this paragraph, and any similar claims under the Fair Labor Standards Act (including under 29 U.S. Code § 216(b)), whether for allegedly unpaid wages, damages, liquidated damages, penalties, attorneys' fees and costs as to the Labor Code provisions and causes of action identified in this paragraph (including, but not limited to, attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1193.6, Code of Civil Procedure § 1021.5), or interest arising out of the claims at issue, including, but not limited to: causes of action based on, or reasonably relating to, alleged failures to provide uninterrupted and duty-free meal periods and rest breaks of the requisite duration; alleged failures to provide "separate rest break" pay; alleged failures to pay meal period and rest break premiums, including at the proper rate; alleged failures to pay overtime wages, including by failing to account for bonuses / incentives in the "regular rate" for overtime purposes; alleged failures to pay for all hours worked (*e.g.*, permitting off-the-clock work), including during security checks and for pre-/post-shift work or time incurred; alleged failures to pay associates the applicable minimum wage; alleged failures to pay reporting time pay; alleged failures to provide accurate wage statements; alleged failures to maintain accurate records, alleged failures to pay all wages owing at termination; and alleged unlawful, unfair, and/or fraudulent business acts or practices within the meaning of Section 17200.

For purposes of this Settlement Agreement, the "Released PAGA Claims" are defined as: All claims, demands, rights, liabilities, and causes of action that were set forth in the operative LWDA notice letter dated February 28, 2022, or reasonably arise out of the same set of operative facts as set forth in that LWDA notice letter dated February 28, 2022, that were asserted, or could have been asserted, pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* ("PAGA") based on alleged underlying California Labor Code violations of §§ 201-204, 223, 226, 226.3, 226.7, 510, 512, 515, 1174, 1194, 1197, 1197.1,

1198, IWC Wage Order 7-2001 (including Wage Order 7-2001(14)(A) and (B)), Cal. Code Regs. Tit. 8, § 11070, whether for civil penalties (including, but not limited to, claims for penalties pursuant to Labor Code §§ 218, 225.5, 226, 210, 226.3, 256, 558, 515, 1174.5, 1197.1, 1199, 2699(f)), 2699.3, 2699.5), attorneys' fees, and/or costs (including, but not limited to, attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1193.6, 2699(g), Code of Civil Procedure § 1021.5), or interest arising out of the claims at issue, including, but not limited to: causes of action based on, or reasonably related to, alleged failures to provide uninterrupted and duty-free meal periods and rest breaks of the requisite duration; alleged failures to provide "separate rest break" pay; alleged failures to pay meal period and rest break premiums, including at the proper rate; alleged failures to pay overtime wages, including by failing to account for bonuses / incentives in the "regular rate" for overtime purposes; alleged failures to pay for all hours worked (e.g., permitting off-the-clock work), including during security checks and for pre-/post-shift work or time incurred; alleged failures to pay associates the applicable minimum wage; alleged failures to pay reporting time pay; alleged failures to provide accurate wage statements; alleged failures to maintain accurate records, alleged failures to pay all wages owing at termination; and alleged failures to provide suitable seating.

In the event that a Settlement Class Member, who is also a member of the PAGA Group, opts out of the Settlement, the Settlement Class Member will remain a member of the PAGA Group, receive a share of the PAGA settlement, and release the Released PAGA Claims.

VIII. ATTORNEYS' FEES AND COSTS

Settlement Class Counsel have litigated the Lawsuit since January 3, 2017. It is customary for courts to award to class counsel attorneys' fees based upon a percentage of the maximum settlement amount for the benefit of a class. In this case, Settlement Class Counsel will request an award of 33.3% of the Maximum Settlement Amount. Settlement Class Counsel also will seek reimbursement of reasonable costs that they have incurred on behalf of the Settlement Class, which amount shall be paid from the Maximum Settlement Amount.

IX. INCENTIVE AWARDS TO THE SETTLEMENT CLASS REPRESENTATIVES

Plaintiffs will request the Court to approve incentive award for each Plaintiff in the following amounts: Plaintiff Ochoa (\$7,500), Plaintiff Velazquez (\$3,000), and Plaintiff Fregoso (\$3,000) for their work as named plaintiffs in the action. The incentive awards will be paid from the Maximum Settlement Amount, and they are in addition to Plaintiffs' Individual Settlement Awards (as defined below) that they will receive as Settlement Class Members.

X. PAYMENT TO THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY

Plaintiffs shall apply to the Court for approval of payments under PAGA. The parties agree to allocate Five Hundred Thousand Dollars (\$500,000) of the Potential Gross Settlement Proceeds, as defined below, to PAGA penalties (the "PAGA Allocation"). Seventy-five percent (75%) of the PAGA Allocation shall be paid to the LWDA (the "LWDA Payment"). The remaining twenty-five percent of the PAGA allocation (the "PAGA Group Share") shall be distributed to "PAGA Group Members" as "Individual PAGA Payments." PAGA Group Members are those individuals employed by VSS as non-exempt (hourly) employees in California at any time between January 3, 2016 and May 26, 2021. If you are a PAGA Group Member, you will receive your Individual PAGA Payment regardless of any action you take in response to this Notice.

XI. CALCULATION OF PAYMENTS

The "Potential Gross Settlement Proceeds" shall equal the Maximum Settlement Amount minus the total of: (1) Court-approved attorneys' fees; (2) Court-approved reimbursement of costs; (3) Court-approved incentive awards; and (4) the fees and costs of the Claims Administrator. The Potential Gross Settlement Proceeds minus the PAGA Allocation (as defined above) shall be known as the "Settlement Class Member Allocation." The amount available for distribution to each member of the Settlement Class shall be calculated as follows:

1. Calculation of Settlement Class Member's Individual Settlement Award: Each Settlement Class Member's "Individual Settlement Award" shall equal the Settlement Class Member's number of workweeks worked during the applicable class period divided by the total workweeks worked by all Settlement Class Members during the applicable class period, multiplied by the Settlement Class Member Allocation. The parties estimate that your pre-tax share of the Settlement Class Member Allocation will be approximately \$ [REDACTED], based upon [REDACTED] workweeks worked during the relevant period.

2. Calculation of PAGA Group Member's Individual PAGA Payment: In addition to any Individual Settlement Award, each PAGA Group Member's Individual PAGA Payment shall equal the PAGA Group Member's number of workweeks worked during the PAGA Group Period divided by the total number of workweeks worked by all PAGA Group Members during the PAGA Group Period, multiplied by the PAGA Group Share. The parties estimate that your pre-tax share of PAGA Group Share will be approximately \$ [REDACTED], based upon [REDACTED] workweeks worked during the relevant period.

3. Tax Liability and Net Payments: The Individual Settlement Awards will be allocated as follows: thirty-three percent (33%) to alleged unpaid wages, which will be reported to the IRS on Form W-2; and thirty-three percent (33%) as interest, which will be reported to the IRS on Form 1099; and thirty-four percent (34%) as penalties, which will be reported to the IRS on Form 1099. The Individual PAGA Payments will be denominated as non-wages (*i.e.*, penalties) that will be reported to the IRS on Form 1099. The Claims Administrator shall provide each Settlement Class Member with appropriate documentation setting forth the amount of any tax or other payment withheld, and employer contribution made, in accordance with State and Federal tax requirements. Settlement Class Members shall be responsible for remitting to State and/or Federal taxing authorities any applicable other taxes due and shall hold Defendants and the Claims Administrator harmless and indemnify it or them for any liabilities, costs and expenses, including attorneys' fees, assessed or caused by any such taxing authority relating in any way to the tax treatment of the payments made pursuant to this Settlement Agreement. All checks issued by the Claims Administrator will be valid for a period of one hundred eighty (180) days following issuance by the Claims Administrator, after which they will become void. Following the void date, and pursuant to California Code of Civil Procedure § 384, the Claims Administrator will cause the aggregate sum represented by those uncashed checks to be transmitted to the California State Controller's Office's Unclaimed Property Division in the name of the Settlement Class Members.

4. Payment of Settlement Funds Will Not Be Considered By Defendants As Having Any Effect on Any Employee Benefit Plan and Similar Plans: The payment to any Settlement Class Member or PAGA Group Member as provided for in this Settlement Agreement is not and shall not be deemed by Defendants to constitute an addition to, a modification of, or a change in any previously credited hours of service, compensation and/or wages under any employee benefit plan, employment policy, or stock option plan of or sponsored by the Defendants or any of its present or former parent corporations or affiliates or any jointly trusted benefit plans. Any such payment to any Settlement Class Member or PAGA Group Member shall not be considered by Defendants to form the basis for additional contributions to, additional benefits under, or any other additional entitlements under any employee benefit plan, employment policy, or stock option plan of or sponsored by Defendants or any of its present or former parent corporations or affiliates or any jointly trusted benefit plans. Defendant and each of its present and former parent corporations and affiliates retain the right to modify and/or amend the language of their employee benefit plans, employment policies, and stock option plans, and to seek to have modified and/or amended the language of any jointly trusted benefit plans, to make clear that any amounts paid as a result of this Settlement Agreement are not considered by Defendants as compensation or wages, or payments for "hours worked," as defined by the applicable plans and policies, and that no additional contributions or benefits will be provided by Defendants by reason of the settlement.

XII. FINAL APPROVAL HEARING

A hearing (the "Final Approval Hearing") has been scheduled on [REDACTED], before the Honorable Maren E. Nelson in Department SSC17 of the above-captioned court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable, and adequate to members of the Settlement Class; (2) whether the application of Settlement Class Counsel for an award of attorneys' fees and costs should be approved and in what amount; (3) whether the application for an incentive award for Plaintiffs should be approved and in what amount; (4) whether the allocation for PAGA penalties is fair and adequate; and (5) whether a proposed Final Approval Order should be entered, dismissing the Lawsuit with prejudice. You may also confirm the date and time of the Final Approval Hearing with Class Counsel.

You Are Not Required To Attend The Final Approval Hearing.

You are welcome to attend the Final Approval Hearing at your own expense. You may request permission to speak at the Final Approval Hearing. You may hire your own attorney at your own expense to speak at the Final Approval Hearing. If the Court is open to the public, you and/or your attorney may appear at the Final Approval Hearing in person. If you wish to appear in person at the hearing, you must practice social distancing, face masks, and all existing COVID-19 protocols. Please refer to lacourt.org for the most up to date procedures. If the Court is

not open to the public and/or you wish to be heard at the Final Approval Hearing via videoconference, you must request permission from the Court so that appropriate arrangements can be made. To do so, send a letter to the Court (at the address set forth above in this Section of this Notice) with a copy to the Administrator (at the address set forth in Section VI of this Notice), Settlement Class Counsel, and Defendants' counsel (at the addresses set forth Section XIV of this Notice) no later than **[INSERT Date]**, requesting permission to speak at the Final Approval Hearing via videoconference. Such letter should be signed and should contain a brief statement of the position that you wish to put before the Court at the Final Approval Hearing and the basis for that position.

XIII. COUNSEL FOR THE PARTIES

The service addresses for Settlement Class Counsel and Defendant's counsel are as follows:

Class Counsel:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
[phone number]

David M. deRubertis, Esq.
The deRubertis Law Firm
4219 Coldwater Canyon Avenue
Studio City, California 91604
[phone number]

Defendants' Counsel:

Phillip J. Eskenazi, Esq.
BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, California 90025-0509
(310) 820-8800

Kirk A. Hornbeck, Esq.
HUNTON ANDREWS KURTH LLP
550 South Hope Street, Suite 2000
Los Angeles, CA 90071
(213) 532-2000

XIV. REMINDER OF IMPORTANT SETTLEMENT DATES AND DEADLINES

The following are important dates and deadlines under the proposed settlement:

<u>Deadline To Object To Settlement:</u>	[INSERT: 45 days after notice]
<u>Exclusion Deadline:</u>	[INSERT: 45 days after notice]
<u>Final Approval Hearing:</u>	[INSERT]

XV. AVAILABILITY OF COMPLETE SETTLEMENT AGREEMENT

This Notice contains a summary of the proposed settlement contained in the Settlement Agreement that is on file with the Clerk of the Court. The complete Settlement Agreement may be inspected during normal business hours at the offices of the Clerk. If the office of the Clerk of the Court is not open to the public, you may contact the Administrator for more information. Documents about the case, including the Settlement Agreement, the motion for attorneys' fees/costs, etc. can also be obtained from Class Counsel.

XVI. ADDITIONAL INFORMATION

For more detailed information concerning the matters involved in the Lawsuit, please refer to the pleadings, the Settlement Agreement, the orders entered in the Lawsuit, and to the other papers filed in the Lawsuit, which may be inspected at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on dates and at times when the Court is open to the public. In the alternative, additional information regarding the settlement may be found at the following website: **[INSERT website address]**. Please note that any final judgment in this lawsuit will be posted to that website.

Any questions concerning the matters contained in this Notice may be directed to the Administrator or Settlement Class Counsel (at the addresses set forth above).

You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

**Do Not Call Or Write The Court To Obtain Copies Of Documents
Or To Ask Questions About The Settlement.**

EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

ELIZABETH OCHOA, MONICA
VELAZQUEZ, and CRYSTAL FREGOSO, on
behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

L BRANDS, INC.; LIMITED BRANDS, INC.;
THE LIMITED, INC.; VICTORIA'S SECRET
STORES, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: BC661822

[Hon. Maren E. Nelson: Dept. SSC17]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint Filed: January 3, 2017

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2 The Court, having reviewed Plaintiffs Elizabeth Ochoa, Monica Velazquez, and Crystal
3 Fregoso's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, the
4 supporting Points and Authorities, the Declaration of _____, the parties' Amended Class
5 Action Settlement Agreement ("Settlement Agreement"), as well as the amended Notice of Class
6 Action Settlement ("Notice"), and in recognition of the Court's duty to make a preliminary
7 determination as to the reasonableness of any proposed class action settlement, and if preliminarily
8 determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in
9 accordance with due process requirements; and to conduct a Final Approval Hearing as to the good
10 faith, fairness, adequacy, and reasonableness of any proposed settlement, THE COURT HEREBY
11 MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

12 The Court finds, on a preliminary basis, that the Settlement Agreement, incorporated in full
13 by this reference and made a part of this Order of Preliminary Approval, appears to be for an amount
14 that is within the range of reasonableness of a settlement that ultimately could be given final approval
15 by this Court; the Court notes that Defendant Victoria’s Secret Stores, LLC (“Defendant”) has agreed
16 to pay up to the Maximum Settlement Amount of Five Million Dollars (\$5,000,000) to the Settlement
17 Class, the Settlement Class Representatives, Settlement Class Counsel, the Administrator, the PAGA
18 Group, and the California Labor & Workforce Development Agency, in full satisfaction of the claims
19 as more specifically described in the Settlement Agreement.

20 It further appears to the Court, on a preliminary basis, that the Settlement is fair and reasonable
21 to the Settlement Class when balanced against the probable outcome of further litigation relating to
22 class certification, liability and damages issues, and potential appeals of rulings. It also appears that
23 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
24 further prosecution of the litigation.

25 It further appears to the Court that significant formal and informal discovery, investigation,
26 research, and litigation has been conducted such that counsel for the parties at this time are able to
27 evaluate their respective positions reasonably. It also appears that the proposed settlement has been

1 reached as the result of intensive, informed, and non-collusive negotiations between the parties,
2 including at two separate mediations presided over by experienced neutrals.

3 It further appears to the Court, on a preliminary basis and for purposes of settlement only, that
4 the prerequisites for a class action under California Code of Civil Procedure § 382 have been satisfied
5 in that: (a) the number of members of the Settlement Class is so numerous that joinder of all members
6 thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c)
7 the common questions of law and fact predominate over questions affecting only individual members
8 of the Settlement Class; (d) Plaintiffs' claims are typical of the claims of the Settlement Class; (e)
9 Plaintiffs will fairly and adequately protect the interests of the Settlement Class; and (f) a class action
10 is superior to other available methods for the fair and efficient resolution of the action.

11 ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR ORDER OF
12 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED;
13 AND THE COURT HEREBY TEMPORARILY AND CONDITIONALLY CERTIFIES THE
14 CLASS FOR SETTLEMENT PURPOSES ONLY, PURSUANT TO THE TERMS AND
15 CONDITIONS CONTAINED IN THE SETTLEMENT AGREEMENT.

16 The Court finds, on a preliminary basis, that Plaintiffs and Plaintiffs' attorneys have fairly
17 represented and protected the interests of the Settlement Class.

18 It further appears to the Court, on a preliminary basis, that Plaintiffs' attorneys are experienced
19 and capable of fairly and competently representing the interests of the Class.

20 It further appears to the Court that CPT Group, Inc. is qualified to serve as the settlement
21 administrator for purposes of this Settlement.

22 ACCORDINGLY, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS
23 FOLLOWS:

24 For purposes of the settlement of this action only, the Court hereby certifies the "Settlement
25 Class" as defined below:

26 All non-exempt employees employed by Defendant Victoria's Secret Stores,
27 LLC in California at any time between January 3, 2013 and May 26, 2021.

1 For purposes of the settlement of this action only, the Court finds that certain aspects of the
2 settlement will affect the “PAGA Group,” as defined below:

3 All non-exempt employees employed by Defendant Victoria’s Secret Stores,
4 LLC in California at any time between January 3, 2016 and May 26, 2021.

5 For purposes of the settlement of this action only, the Court hereby appoints Plaintiffs
6 Elizabeth Ochoa, Monica Velazquez, and Crystal Fregoso as representatives of the Settlement Class
7 (the “Settlement Class Representatives”);

8 For purposes of the settlement of this action only, the Court hereby appoints the following
9 attorneys as counsel for the Settlement Class (“Settlement Class Counsel”):

10 Joseph Lavi, Esq.
11 Vincent C. Granberry, Esq.
12 LAVI & EBRAHIMIAN, LLP
13 8889 W. Olympic Boulevard, Suite 200
14 Beverly Hills, California 90211

15 David M. deRubertis, Esq.
16 The deRubertis Law Firm
17 4219 Coldwater Canyon Avenue
18 Studio City, California 91604

19 The Court hereby appoints CPT Group, Inc. as the settlement administrator for purposes of
20 this Settlement (the “Administrator”). It appears to the Court, on a preliminary basis, that
21 administration costs not to exceed One Hundred And Fifty-Five Thousand Dollars (\$155,000) is fair,
22 reasonable, and justified.

23 The Court finds, on a preliminary basis, that an award of attorneys’ fees to Class Counsel of
24 33.3% of the \$5,000,000 Maximum Settlement Amount (*i.e.*, \$1,665,000 in attorneys’ fees) is fair,
25 reasonable, and justified given the time and effort that Settlement Class Counsel has expended
26 pursuing the Settlement Class’s claims, as well as the substantial benefit conferred upon the Settlement
27 Class as a result of such time and effort.

28 It further appears to the Court, on a preliminary basis, that reimbursement of Settlement Class
Counsel’s costs and expenses in an amount not to exceed \$41,000 is fair, reasonable, and justified,

1 subject to Settlement Class Counsel presenting at the Final Approval Hearing evidence of the nature
2 and amount of expenses actually incurred and claimed.

3 It further appears to the Court, on a preliminary basis, that incentive awards of \$7,500 to
4 Plaintiff Elizabeth Ochoa, and \$3,000 each to Plaintiffs Monica Velazquez and Crystal Fregoso, are
5 fair, reasonable, and justified given the amount of time and effort the Settlement Class Representatives
6 have expended during the course of the litigation, and the risk of stigma the Settlement Class
7 Representatives have assumed for being class representatives in a class action labor dispute, which in
8 turn, could affect their future employability.

9 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT PRELIMINARILY
10 APPROVES THE APPLICATION BY SETTLEMENT CLASS COUNSEL FOR ATTORNEYS'
11 FEES AND COSTS AND FOR THE INCENTIVE AWARDS TO THE SETTLEMENT CLASS
12 REPRESENTATIVES.

13 The Court finds that the Notice advises of the pendency of the class action and of the proposed
14 settlement, of preliminary Court approval of the proposed Settlement, opt-out timing and procedures,
15 objection timing and procedures (both as to the settlement generally and as to the number of
16 workweeks forming the basis for each individual's settlement payment(s)), and of the Final Approval
17 Hearing. These documents fairly and adequately advise Settlement Class Members of the terms of the
18 proposed settlement and the benefits available to Settlement Class Members thereunder, as well as
19 their right to exclude themselves from the settlement and procedures for doing so, and of the right of
20 Settlement Class Members to submit documentation regarding the proposed settlement, and their right
21 to appear at the Final Approval Hearing; the Court further finds that the Notice clearly comports with
22 all constitutional requirements, including those of due process.

23 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
24 THE PROPOSED NOTICE TO THE SETTLEMENT CLASS.

25 The mailing to the present and/or last known addresses of the Settlement Class Members
26 constitutes an effective method of notifying Class Members of their rights with respect to the Class
27 Action and settlement.

1 ACCORDINGLY, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED as follows:

2 On or before _____, 2022 (*i.e.*, 14 days after preliminary approval of the settlement),
3 Defendant will provide the Settlement Class Members' information and the information of the PAGA
4 Group Members (as that term is defined in the Settlement Agreement) to the Administrator to the
5 extent Defendant possesses such information and it has not already done so;

6 On or before _____, 2022, the Administrator shall mail the Notice to each member of the
7 Settlement Class; and

8 All mailings shall be made to the present and/or last known mailing address of the Settlement
9 Class Members based on Defendant's records, as well as addresses that may be located by the
10 Administrator, who shall conduct standard address searches in cases of returned mail. The Court finds
11 that the mailing of notice to Settlement Class Members as set forth in this paragraph is the best means
12 practicable by which to reach Settlement Class Members and is reasonable and adequate pursuant to
13 all constitutional and statutory requirements including all due process requirements.

14 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before the
15 undersigned on _____, 2022 at ____ a.m. in Department SSC17 of the above-captioned
16 court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012,
17 to consider the fairness, adequacy and reasonableness of the proposed settlement preliminarily
18 approved by this Order of Preliminary Approval, and to consider the application of Settlement Class
19 Counsel for an award of reasonable attorneys' fees, litigation expenses, incentive awards, and for costs
20 of administration incurred.

21 IT IS FURTHER ORDERED that any party to this case, including Settlement Class Members,
22 may appear at the Final Approval Hearing in person or by counsel, and may be heard to the extent
23 allowed by the Court, in support of or in opposition to the settlement, to inform the Court's
24 determination of the good faith, fairness, reasonableness, and adequacy of the proposed settlement,
25 the requested attorneys' fees and litigation expenses, and any Order of Final Approval and Judgment
26 regarding such settlement, fees, and expenses. Settlement Class Members Hearing may appear at the
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1 Final Approval Hearing by telephone, videoconference, or in person. Settlement Class Members do
2 not need advance permission from the Court to appear at the Final Approval Hearing.

3 IT IS FURTHER ORDERED that if, for any reason, the Court does not execute and file an
4 Order of Final Approval, or if the Effective Date (as defined in the Settlement Agreement) does not
5 occur for any reason whatsoever, the proposed Settlement Agreement and all evidence and
6 proceedings had in connection therewith, shall be without prejudice to the *status quo ante* rights of the
7 parties to the litigation as more specifically set forth in the Settlement Agreement.

8 IT IS FURTHER ORDERED, consistent with the Settlement, that Plaintiffs, Defendant,
9 Settlement Class Counsel, and Defendant's counsel shall not: (a) initiate or cause the initiation of any
10 communications concerning the settlement with any media organization and/or (b) respond to or cause
11 a response to be made to any communications concerning the settlement with any media organization.

12 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in this
13 matter except those contemplated herein and in the Settlement Agreement are stayed.

14 IT IS FURTHER ORDERED that the Court will consider the fairness and adequacy of the
15 proposed settlement of the claims brought pursuant to the California Labor Code Private Attorneys'
16 General Act of 2004, Cal. Lab. Code §2698, *et seq.* ("PAGA"), at the Final Approval Hearing, but
17 finds on a preliminary basis that the Settlement Agreement's allocation of settlement funds to the
18 PAGA claim is fair and adequate.

19 The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from
20 time-to-time without further notice to the Settlement Class Members.

21 **IT IS SO ORDERED.**

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23 Dated: _____

The Honorable Maren E. Nelson

EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

ELIZABETH OCHOA, MONICA
VELAZQUEZ, and CRYSTAL FREGOSO, on
behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

L BRANDS, INC.; LIMITED BRANDS, INC.;
THE LIMITED, INC.; VICTORIA’S SECRET
STORES, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: BC661822

[Hon. Maren E. Nelson: Dept. SSC17]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: January 3, 2017

FINAL APPROVAL ORDER

This matter came on for hearing on _____, 2022. Joseph Lavi of Lavi & Ebrahimi and David deRubertis of The deRubertis Law Firm appeared for Plaintiffs Elizabeth Ochoa, Monica Velazquez, and Crystal Fregoso (collectively, “Plaintiffs”). _____ of _____ appeared for Defendant Victoria’s Secret Stores, LLC (“Defendant”). The Court, having reviewed the submissions described herein, and having heard argument from the foregoing counsel, hereby finds as follows:

The Court finds that the parties conducted substantial formal discovery and informal investigation in connection with the claims asserted in the above-captioned case before entering into the settlement. The Court further finds that the parties prepared for and engaged in two formal mediations: (1) an unsuccessful mediation on May 30, 2018 before the Honorable Carl J. West (Ret.), an experienced mediator; and (2) a second mediation, which was presided over by another experienced mediator, Jeffrey A. Ross, Esq., which took place on February 22, 2021 and ultimately resulted in a settlement.

The Parties have submitted their Second Amended Settlement Agreement (the “Settlement”), which this Court preliminarily approved in its _____, 2022 Order Granting Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”) after the parties addressed certain issues raised by the Court. In accordance with the Preliminary Approval Order, Settlement Class Members have been given adequate notice of the terms of the Settlement and their right to participate in, object to, or exclude themselves from the Settlement where applicable.

Having received and considered the Settlement, Plaintiffs’ Motion for Final Approval of the Class Action Settlement, Plaintiffs’ Motion For Attorneys’ Fees And Costs And Class Representative Awards, and the argument received by the Court at the Final Approval Hearing on _____, 2022, the Court GRANTS final approval of the Settlement, and hereby ORDERS as follows:

1. The Settlement Class covered by this Order is defined as: All non-exempt employees employed by Defendant Victoria’s Secret Stores, LLC in California at any time between January 3, 2013 and May 26, 2021. Any person who previously settled or released all of the claims covered by

1 this settlement, any person who previously was paid or received awards through civil or
2 administrative actions for all of the claims covered by this settlement, and/or any person who excludes
3 him or herself from the Settlement Class pursuant to this Settlement Agreement, shall not be a
4 member of the Settlement Class.

5 2. Specific portions of this Order also cover the “PAGA Group,” which is a subset of the
6 Settlement Class defined as: All non-exempt employees employed by Defendant Victoria’s Secret
7 Stores, LLC in California at any time between January 3, 2016 and May 26, 2021.

8 3. Pursuant to this Court’s Preliminary Approval Order, a Notice of Class Action
9 Settlement was sent to each Settlement Class Member by first-class mail as appropriate. These papers
10 informed Settlement Class Members of the terms of the Settlement, and the extent of their right to
11 participate in, object to, or exclude themselves from, the Settlement to pursue their own remedies,
12 and their right to appear in person or by counsel at the Final Approval Hearing to be heard regarding
13 approval of the Settlement. Adequate periods of time were provided by each of these procedures.

14 4. The Court finds and determines that the notice provided in this case was the best notice
15 practicable, which satisfied the requirements of law and due process. The Court further finds and
16 determines that this notice procedure afforded adequate protections to Settlement Class Members and
17 provides the basis for the Court to make an informed decision regarding approval of the Settlement
18 based on the responses of Settlement Class Members.

19 5. No Settlement Class Members have requested exclusion from the Settlement.

20 6. No Settlement Class Members have objected to the Settlement.

21 7. For the reasons stated in the Court’s Preliminary Approval Order, the Court finds and
22 determines that the proposed Settlement Class, as defined in the Settlement, meets all of the legal
23 requirements for class certification, and it is hereby ordered that the Settlement Class is finally
24 approved and certified as a class for purposes of settlement of this action.

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable, and adequate to the Settlement Class and to each Settlement Class Member and that the
27 Settlement Class Members who have not excluded themselves shall be bound by the Settlement, that
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1 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
2 be and hereby are ordered to be consummated.

3 9. The Court further finds and determines that the payments to be made to the Settlement
4 Class Members as provided for in the Settlement are fair and reasonable. The Court hereby gives
5 final approval to and orders the payment of those amounts be made to the Settlement Class Members
6 out of the Five Million Dollar (\$5,000,000) Maximum Settlement Amount in accordance with the
7 terms of the Settlement. Defendant shall transmit the settlement funds to the Claims Administrator
8 in accordance with the terms of the Settlement.

9 10. The Court further finds and determines that the Settlement is fair and adequate with
10 respect the claims brought pursuant to California Labor Code Private Attorneys' General Act of 2004,
11 Cal. Lab. Code §2698, *et seq.* ("PAGA").

12 11. The Court hereby grants and approves the application presented by Settlement Class
13 Counsel for an award of attorneys' fees in the amount of \$1,665,000, to be paid in accordance with
14 the terms of the Settlement.

15 12. The Court hereby grants and approves the application presented by Settlement Class
16 Counsel for an award of costs and expenses in the amount of \$41,000, to be paid in accordance with
17 the terms of the Settlement.

18 13. The Court hereby grants and approves the application presented by the Settlement
19 Class Representatives for incentive awards of \$7,500 to Plaintiff Elizabeth Ochoa, and \$3,000 each
20 to Plaintiffs Monica Velazquez and Crystal Fregoso, to be paid in accordance with the terms of the
21 Settlement.

22 14. The Court hereby grants and approves the application for payment of costs of
23 administration of the settlement including, without limitation, the fees and expenses of the Claims
24 Administrator in the amount of \$_____.

25 15. Upon completion of administration of the Settlement, the Claims Administrator shall
26 provide written certification of such completion to the Court and counsel for the parties.
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1 16. Consistent with the Settlement, Plaintiffs, Defendant, Settlement Class Counsel, and
2 Defendant's counsel shall not: (a) initiate or cause the initiation of any communications concerning
3 the settlement with any media organization and/or (b) respond to or cause a response to be made to
4 any communications concerning the settlement with any media organization.

5 17. The parties are hereby ordered to comply with the terms of the Settlement.

6 18. Without affecting the finality of this Final Order in any way, this Court retains
7 jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation
8 and enforcement of this Order and the Settlement.

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10 **IT IS SO ORDERED.**

11 Dated: _____

The Honorable Maren E. Nelson

EXHIBIT D

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

ELIZABETH OCHOA, MONICA
VELAZQUEZ, and CRYSTAL FREGOSO, on
behalf of themselves and others similarly
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Plaintiffs,

vs.

L BRANDS, INC.; LIMITED BRANDS, INC.;
THE LIMITED, INC.; VICTORIA'S SECRET
STORES, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: BC661822

[Hon. Maren E. Nelson: Dept. SSC17]

[PROPOSED] JUDGMENT

Complaint Filed: January 3, 2017

1 On _____, 2022, the Court entered its Order Granting Final Approval of Class
2 Action Settlement And Order Of Dismissal. Pursuant to California Rules of Court, Rule 3.769(h),
3 judgment is hereby entered as follows:

4 1. The “Settlement Class” is defined as:

5 All non-exempt employees employed by Defendant Victoria's Secret
6 Stores, LLC in California at any time between January 3, 2013 and May 26,
7 2021.

8 2. The “PAGA Group” is defined as:

9 All non-exempt employees employed by Defendant Victoria’s Secret Stores, LLC in
10 California at any time between January 3, 2016 and May 26, 2021.

11 3. As of the Effective Date (as that term is defined in the Class Action Settlement
12 Agreement), or at the time that Defendant fully funds the Settlement Amount (including its share of
13 payroll taxes) whichever occurs later, all Settlement Class Members who did not submit a valid request
14 for exclusion release Defendant (*i.e.*, Victoria’s Secret Stores, LLC) and each of its respective past,
15 present and future owners, stockholders, members, all present and former parent corporations, related
16 or affiliated companies and agents, including Victoria’s Secret & Co., L Brands, Inc. (now known as
17 Bath & Body Works, Inc.), and their current and former subsidiaries and affiliates (including the VSS
18 Defendants, Limited Brands Sourcing, Inc., and Limited Brands Direct Holding, Inc.), officers,
19 directors, shareholders, exempt employees, agents, principals, heirs, representatives, accountants,
20 attorneys, auditors, consultants, insurers and re-insurers, and their respective successors and
21 predecessors in interest, each of their company-sponsored employee benefit plans of any nature
22 (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans),
23 and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and
24 agents, and any individual or entity that could be jointly liable with Defendant (collectively, the
25 “Releasees”) from the “Released Claims.” The “Released Claims” shall consist of the “Released Class
26 Claims” and the “Released PAGA Claims,” as defined below.

1 4. For purposes of this Settlement Agreement, the “Released Class Claims” are defined
2 as: All claims, demands, rights, liabilities, and causes of action that were asserted in the operative
3 Second Amended Complaint on behalf of the Settlement Class Members, or could have been asserted
4 on behalf of the Settlement Class Members because they reasonably arise out of the same set of
5 operative facts as alleged in the operative Second Amended Complaint, pursuant California Labor
6 Code §§ 201-204, 223, 226, 226.3, 226.7, 510, 512, 515, 558, 1174, 1194, 1197, 1198, 1199, IWC
7 Wage Order 7-2001, Cal. Code Regs. Tit. 8, § 11070, Cal. Bus. & Prof. Code § 17200, *et seq.* (“Section
8 17200”) as to the Labor Code provisions and causes of action identified in this paragraph, and any
9 similar claims under the Fair Labor Standards Act (including under 29 U.S. Code § 216(b)), whether
10 for allegedly unpaid wages, damages, liquidated damages, penalties, attorneys’ fees and costs as to
11 the Labor Code provisions and causes of action identified in this paragraph (including, but not limited
12 to, attorneys’ fees and costs pursuant to Labor Code §§ 218.5, 1193.6, Code of Civil Procedure §
13 1021.5), or interest arising out of the claims at issue, including, but not limited to: causes of action
14 based on, or reasonably relating to, alleged failures to provide uninterrupted and duty-free meal periods
15 and rest breaks of the requisite duration; alleged failures to provide “separate rest break” pay; alleged
16 failures to pay meal period and rest break premiums, including at the proper rate; alleged failures to
17 pay overtime wages, including by failing to account for bonuses / incentives in the “regular rate” for
18 overtime purposes; alleged failures to pay for all hours worked (*e.g.*, permitting off-the-clock work),
19 including during security checks and for pre-/post-shift work or time incurred; alleged failures to pay
20 associates the applicable minimum wage; alleged failures to pay reporting time pay; alleged failures
21 to provide accurate wage statements; alleged failures to maintain accurate records, alleged failures to
22 pay all wages owing at termination; and alleged unlawful, unfair, and/or fraudulent business acts or
23 practices within the meaning of Section 17200.

24 5. For purposes of this Settlement Agreement, the “Released PAGA Claims” are defined
25 as: All claims, demands, rights, liabilities, and causes of action that were set forth in the operative
26 LWDA notice letter dated February 28, 2022, or reasonably arise out of the same set of operative facts
27 set forth in that LWDA notice letter dated February 28, 2022, that were asserted, or could have been
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1 asserted, pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code
2 § 2698, *et seq.* (“PAGA”) based on alleged underlying California Labor Code violations of §§ 201-
3 204, 223, 226, 226.3, 226.7, 510, 512, 515, 1174, 1194, 1197, 1197.1, 1198, IWC Wage Order 7-2001
4 (including Wage Order 7-2001(14)(A) and (B)), Cal. Code Regs. Tit. 8, § 11070, whether for civil
5 penalties (including, but not limited to, claims for penalties pursuant to Labor Code §§ 218, 225.5,
6 226, 210, 226.3, 256, 558, 515, 1174.5, 1197.1, 1199, 2699(f)), 2699.3, 2699.5), attorneys’ fees, and/or
7 costs (including, but not limited to, attorneys’ fees and costs pursuant to Labor Code §§ 218.5, 1193.6,
8 2699(g), Code of Civil Procedure § 1021.5), or interest arising out of the claims at issue, including,
9 but not limited to: causes of action based on, or reasonably related to, alleged failures to provide
10 uninterrupted and duty-free meal periods and rest breaks of the requisite duration; alleged failures to
11 provide “separate rest break” pay; alleged failures to pay meal period and rest break premiums,
12 including at the proper rate; alleged failures to pay overtime wages, including by failing to account for
13 bonuses / incentives in the “regular rate” for overtime purposes; alleged failures to pay for all hours
14 worked (*e.g.*, permitting off-the-clock work), including during security checks and for pre-/post-shift
15 work or time incurred; alleged failures to pay associates the applicable minimum wage; alleged failures
16 to pay reporting time pay; alleged failures to provide accurate wage statements; alleged failures to
17 maintain accurate records, alleged failures to pay all wages owing at termination; and alleged failures
18 to provide suitable seating.

19 6. In the event that a Settlement Class Member, who is also a member of the PAGA
20 Group, opts out of the Settlement, the Settlement Class Member will remain a member of the PAGA
21 Group, receive a share of the PAGA settlement, and release the Released PAGA Claims.

22 7. Except as otherwise provided by the Order Granting Final Approval of Class Action
23 Settlement, the parties shall bear their own costs and attorneys’ fees.

1 8. The Court retains jurisdiction over Plaintiffs, Defendants, and the members of the
2 Settlement Class to enforce the terms of the Class Action Settlement Agreement and this judgment.

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4
5 **IT IS SO ORDERED.**

6 Dated: _____

The Honorable Maren E. Nelson